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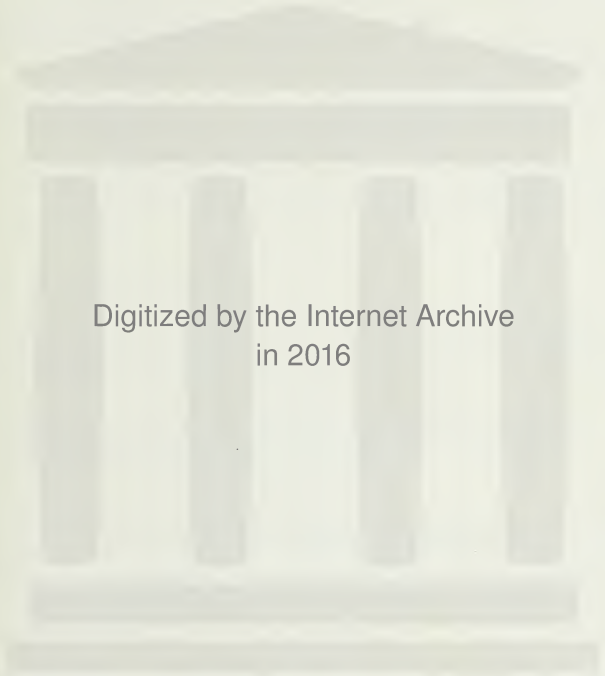


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CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



EDWIN M. LEE, MAYOR

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**NOTICE OF CANCELLED MEETING
TREASURE ISLAND DEVELOPMENT AUTHORITY**

NOTICE IS HEREBY GIVEN that the meeting of the Treasure Island Development Authority scheduled for Wednesday, January 11, 2012 at 1:30pm at 1 Dr. Carlton B. Goodlett Place, Room 400, City Hall, San Francisco, California, has been Cancelled.

The next regular meeting of the Treasure Island Development Authority Board of Directors will be held Wednesday, February 8, 2012 at 1:30 pm at 1 Dr. Carlton B. Goodlett Place, Room 400, City Hall, San Francisco, California. An agenda will be distributed no less than 72 hours prior to the next meeting.

Treasure Island Development Authority

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 941130 during normal office hours.

Disability Access

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Lobbyist Ordinance

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KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE (Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact: Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at soft@sfgov.org.

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TREASURE ISLAND DEVELOPMENT AUTHORITY
MEETING AGENDA

02-03-12P04:38 RCVD

February 8, 2012 – 1:30PM

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

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Jean-Paul Samaha
Hon. Jane Kim (Ex-Officio)

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

ORDER OF BUSINESS

1. Call to Order and Roll Call

2. General Public Comment (Discussion Item) This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda.

Estimated Length of Item: 10 minutes

3. Reports

a. Report by Director of Island Operations (Discussion Item)

This item is to allow the Director of Island Operations to report on staff activities, on-Island events and to make announcements.

Estimated Length of Item: 15 minutes

b. Report by Office of Economic & Workforce Development (Discussion Item)

This item is to allow the Office of Economic & Workforce Development to report on activities related to the transfer and development of former Naval Station Treasure Island.

Estimated Length of Item: 10 minutes

c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (Discussion Item)

This item is to allow the Treasure Island/Yerba Buena Island Citizen Advisory Board to report on activity at recent meetings of the Citizen Advisory Board.

Estimated Length of Item: 5 Minutes

4. Communications (Discussion Item)

Estimated Length of Item: 5 minutes

5. Ongoing Business by Board of Directors (Discussion Item)

Estimated Length of Item: 5 Minutes

6. CONSENT AGENDA

Estimated Length of Item: 5 minutes (Action Item)

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

a. Approving the Minutes of the December 14, 2011 Meeting. (Action Item)

b. Resolution Retroactively Approving and Authorizing the Execution of a First Amendment to Sublease No. 381 with the Treasure Island Homeless Development Initiative, a California nonprofit corporation, Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation, for use of the Casa de la Vista, the Chapel, Fogwatch Picnic Area, Lobby of the Main Administration Building, and Pavilion By The Bay, Treasure Island. (Action Item)

c. Resolution Retroactively Approving and Authorizing the Execution of a First Amendment to Sublease No. 334 with Monica Hobbs Catering for Use of Quarters 1 and 2 on Yerba Buena Island (Action Item)

d. Resolution Approving and Authorizing Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule (Action Item)

e. Resolution Supporting the City and County of San Francisco High Speed Rail Policy Statement. (Action Item)

7. Resolution Approving a Temporary Emergency Housing Plan (TEHP) for Treasure Island Villages housing units (Action Item)

Estimated length of item: 5 Minutes

8. Caltrans Presentation on the Presidents' Day Weekend, Westbound Deck Closure.
(Discussion Item)

Estimated length of item: 10 Minutes

9. Informational update on The Villages Rental Agreement (Discussion Item)

Estimated length of Item: 10 Minutes

10. Discussion of Future Agenda Items by Directors (Discussion Item)

Estimated length of Item: 5 Minutes

11. POSSIBLE CLOSED SESSION

If approved by the Authority Board, this closed session item will take place for approximately 30 minutes at the end of the meeting

a. Public comment on all items relating to closed session

b. Vote on whether to hold closed session to confer with real property negotiators regarding real property negotiations. (Action item)

1). CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Persons negotiating for the Authority: Mirian Saez

Persons negotiating with the Authority: The John Stewart Company

Property: Former Naval Station Treasure Island

Under Negotiation:

Price: _____ Terms of payment: _____ Both: X

c. Reconvene in open session (Action item)

i. Possible report on action taken in closed session under Agenda Item 11 (Government Code section 54957.1(a) (1) and San Francisco Administrative Code Section 67.12(a))

ii. Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12(a)).

12. Adjourn

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TIDA REVENUE SOURCES 12/31/2011	Revised FY 2011-12 Budget	FY 2011-12 TIDA Deposits as of 12/31/11	Percentages
Joint Venture Special Events	\$346,595.00	\$95,527.00	27.56%
TIDA Special Events Revenues	\$323,700.00	\$300,549.00	92.85%
TI Commercial Revenues	\$2,146,769.00	\$961,448.00	44.79%
Film Revenues	\$115,000.00	\$5,891.00	5.12%
YBI Cellsites/ Banner Revenues	\$308,550.00	\$113,160.00	36.67%
Maritime Revenues	\$90,000.00	\$46,650.00	51.83%
John Stewart Company Housing Revenues	\$4,414,893.00	\$1,661,498.00	37.63%
Housing CAM	\$479,472.00	\$152,679.00	31.84%
Carryforward/Year End Balance	\$0.00	\$0.00	
Grand Totals	\$8,224,979	\$3,337,402	40.58%

Expenses		Revised FY 11-12	Expenditures	Balance
1231/11: TIDA OPERATIONS EXPENSES				
ADMINISTRATION				
1 EMPLOYEE FIELD EXPENSES (LOCAL FIELD EXPENSES)		\$0	3,606	(3,606)
2 TRAINING COSTS		\$6,300		6,300
3 EMPLOYEE FIELD EXPENSES (LOCAL FIELD EXPENSES)		\$1,250		1,250
4 MEMBERSHIP FEES		\$2,700	410	2,290
5 PROMOTIONAL AND MARKETING EXPENSE		\$13,500	6,707	6,793
6 ADMIN PROFESSIONAL & SPECIALIZED SERVICES				-
7 A. TREASURE ISLAND BOYS & GIRLS CLUB HOUSE		\$133,000	55,417	77,583
8. CHILD CARE - FACILITY -		\$0		-
9. C. THDI - OPERATING CONTRACT		\$157,000	53,168	103,832
10. D. TIGYM OPERATIONS YMCA		\$142,500	42,144	100,356
11. E. MARINE SALVAGE		\$17,000		17,000
12. F. PUBLIC PROFESSIONAL PRESERVATION		\$17,000		17,000
13. G. PUBLIC PROFESSIONAL SERVICES		\$52,000		52,000
14. H. REDEVELOPMENT ADMINISTRATION EXPENSE		\$26,000		26,000
15. TOTAL ADMINISTRATION		\$561,250	\$161,452	\$399,798
PROFESSIONAL & SPECIALIZED SERVICES				
16 MAINTENANCE SERVICES - BUILDINGS & IMPROVEMENTS				
17 A. SCAVENGER SERVICES (Trash Disposal)		\$25,000	13,005	11,995
18 B. JANITORIAL SERVICES (TOOLWORKS)		\$120,000	50,000	70,000
19 C. GROUNDS MAINTENANCE RUBICON		\$641,000	209,982	431,018
20 D. PUBLIC SAFETY & SECURITY SERVICES		\$76,500		76,500
21 E. TIDA FACILITIES MANAGEMENT SERVICES		\$240,000		240,000
22 RENTS & LEASES - EQUIPMENT		\$17,000		17,000
23 MATERIALS & SUPPLIES (OFFICE)		\$12,960	23,214	(10,254)
24 MATERIALS & SUPPLIES (OFFICE)		\$12,960	22,868	(9,908)
25 FACILITIES MAINTENANCE (SPECIAL CAPITAL IMPROVEMENT PROJECTS)		\$250,000		250,000
26 REDEVELOPMENT OTHER PROFESSIONAL SERVICES		\$590,000	119,885	470,115
27 TOTAL PROFESSIONAL & SPECIALIZED SERVICES		\$1,854,160	\$438,954	\$1,415,206
CITY DEPARTMENT WORK-ORDERS				
28 OTIS SERVICES (AAO)		\$38,175	15,169	23,006
29 GENERAL SERVICES AGENCY		\$1,677,318	737,806	939,512
30 RISK MANAGEMENT SERVICES (INSURANCE)		\$98,850	34,708	64,142
31 CITY ATTORNEY - LEGAL SERVICES		\$75,000	67,917	7,083
32 GF-HR/MGMT TRAINING (AAO)		\$3,000		3,000
33 IS-PURCH CENTRAL SHOPS-AUTO MAINT (AAO)		\$3,500	3,500	
34 IS-PURCH CENTRAL SHOPS-AUTO MAINT (AAO)		\$3,000		3,000
35 GF- PARKING & TRAFFIC		\$8,000	6,491	1,509
36 IS-PURCH REPRODUCTION (AAO)		\$6,000	83	5,917
37 GF - POLICE SECURITY (SFPD)		\$70,632	16,649	53,983
38 GF-PUC-HECH HETCHY (AAO) (\$650,000 Utility Bills, 135,000 Generators, \$200,000 MQL		\$988,000	659,602	328,398
39 ADM - REAL ESTATE SPECIAL SERVICES (DEPT. OF REAL ESTATE- FACILITIES MGMT)		\$32,072	338	31,734
40 SR-DPW-BUILDING REPAIR (AAO)		\$766,560	437,559	329,001
41 SR-DPW-BUREAU OF STREET ENVIRONMENTAL SERVICES		\$208,470	107,452	101,018
42 SR-DPW-BUREAU OF STREETS AND SEWER REPAIR SERVICES		\$80,265	10,066	70,199
43 SR-DPW-BUREAU OF URBAN FORESTRY SERVICES		\$160,000	94,416	65,584
44 REDEVELOPMENT CITY WORK-ORDERS		\$1,435,000	39,871	1,395,129
45 TOTAL DEPARTMENT WORK-ORDERS		\$3,148,762	\$2,258,943	\$889,819
46 TOTAL OPERATIONS EXPENDITURES		\$8,149,752	\$2,836,349	\$5,313,403
47 SURPLUS AVAILABLE FOR CONTRIBUTION TO THE GENERAL FUND		\$0		\$0
48 TOTAL EXPENDITURES		\$8,149,752	\$3,337,402	\$4,812,350
RESIDUAL FOR RESERVE		\$75,227	\$501,053	

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41.67%
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24.47%
23.67%
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43.99%
35.11%
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166.40%
106.16%
1.38%
23.57%
66.09%
1.05%
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59.01%
2.78%
36.99%
34.80%
40.58%



DEC 22 2011
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MEMORANDUM

To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo
John Stewart, JSCo Loren Sanborn, JSCo Connie Le, JSCo
Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer *[Signature]*

Date: December 20, 2011

Subject: Percentage Rent for Treasure Island Housing Project Sublease for November 2011

Enclosed is our payment of Percentage Rent in the amount of \$293,345 for the November period, calculated per the sublease agreement. It includes \$58,805 from operations and \$237,540 disbursement of reserves approved in September 2011. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current amortization due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of November 2011, Actual Total Revenues were slightly under Budgeted Total Revenues (-3.6%) while Actual Total Operating Expenses were above Budgeted Total Operating Expenses by about 43%, driven almost exclusively by a one-time adjustment for collection loss generated from tenant lease issues implemented as part of the redevelopment anticipated on the island. The result was that Funds Available for Distribution were below budget by about 80%. If (when) tenant receivables are collected in the upcoming months, the collection loss will be reversed and funds distributed as received. This was offset by distribution of the replacement reserve totaling 250,042.

Calculation of Percentage Rent

Based on operations, a total of \$58,742 in adjusted Gross Revenues after costs of operations are available for distribution and \$250,042 replacement reserve reimbursement for the November period. These revenues are distributed as follows:

<u>November 2011 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>	<u>Replacement Reserves</u>
Available for Distribution	\$58,742	\$308,275	\$250,042
Percentage rent for TIDA	\$55,805	\$292,881	\$237,540
Percentage rent for JSCo	\$2,937	\$15,414	\$12,502

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

COMPARISON TO BUDGET December 2011

	December			YEAR TO DATE		
	Actual	Budget	Variance %	Actual	Budget	Variance %
Total Revenue	790,028	814,828	(24,800) -3.04%	9,996,706	9,777,936	218,770 2.24%
Marketing	27	9,565	(9,538) -99.71%	21,444	114,790	(93,336) -81.32%
Administrative	85,007	74,998	10,009 13.35%	1,076,834	899,976	176,858 19.65%
Utilities	113,358	117,030	(3,672) -3.14%	1,387,930	1,404,360	(16,430) -1.17%
O&M	154,936	167,109	(12,173) -7.28%	1,942,777	2,005,308	(62,531) -3.12%
EOY Reconciliation						
Tax Ins (inc. community room and finance exp)	40,480	34,550	5,930 17.16%	411,097	414,600	(3,503) -0.84%
Rent	48,752	48,301	451 0.93%	582,092	579,612	2,450 0.42%
Reserves						
Replacement (excl. anticipated draw)	71,656	55,000	16,656 30.28%	489,617	660,000	(170,383) -25.82%
Total Expenses	514,216	508,553	7,663 1.51%	5,911,761	6,078,636	(166,875) -2.75%
Available for Distribution	275,812	308,275	(32,463) -10.53%	4,084,945	3,699,300	385,645 10.42%
Available for Distribution	275,812	308,275	(32,463) -10.53%	4,084,945	3,699,300	385,645 10.42%
TIDA	262,021	292,861	(30,840) -10.53%	3,880,698	3,514,335	366,363 10.42%
JSCo	13,791	15,414	(1,624) -10.53%	204,247	184,965	19,281 10.42%

[illegible][illegible]

ESTIMATE OF REVENUES

September 2011 Operations with Measure Island Project

Draw 143	Draw 144	Draw 145	Draw 146	Draw 147	Draw 148	Draw 149	Draw 150	Draw 151	152	153	154	155	2011 EOY Adjustment
December	January	February	March	April	May	June	July	August	September	October	November	December	YTD Difference
6542 Repairs Contracted	7,160	2,100	30,600	6,651	5,724	901	2,776	2,462	4,485	4,641	2,850	3,488	60,549
6544 Electric Maintenance	1,483	0	30,600	6,651	5,724	901	2,776	2,462	4,485	4,641	2,850	3,488	5,238
6545 Elevator Maintenance	0	0	0	0	0	0	0	1,750	0	0	0	0	0
6546 Elevator Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
6548 Pest/Electrical Environmental	2,117	2,483	0	0	0	0	0	0	1,900	0	0	300	5,093
6549 Repair Material Environmental	0	0	0	0	0	0	0	0	0	0	0	0	0
6554 Windows Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0
6555 VMI Maintenance Repair	0	0	0	0	0	0	0	0	0	0	0	0	0
6556 VMI Maintenance Repair	0	0	0	0	0	0	0	0	0	0	0	0	0
6562 Roof Repairs/Contract	0	0	2,716	1,877	1,877	1,342	2,208	9,332	75	2,942	-202	1,079	2,716
6562 Roof Repairs/Contract	0	0	0	0	0	0	0	0	0	0	0	0	0
6562 Furniture reit - Temp Relocation	0	621	1,115	720	631	612	2,776	1,594	720	2,701	889	592	13,716
6562 Furniture reit - Temp Relocation	0	621	1,115	720	631	612	2,776	1,594	720	2,701	889	592	13,716
6569 Misc. Oper and Maintenance	2,114	1,959	60	290	5,200	390	12,392	365	1,107	400	661	2,701	1,954
6575 Uniform Laundry Service	2,114	1,959	60	290	5,200	390	12,392	365	1,107	400	661	2,701	1,954
6575 Uniform Laundry Service	2,114	1,959	60	290	5,200	390	12,392	365	1,107	400	661	2,701	1,954
6568 Fire Damage Costs	20,850	20,850	2,550	3,250	5,200	390	12,392	365	1,107	400	661	2,701	21,308
7200 Interior Replacement (eligible for RFR Draw)	14,138	7,100	8,849	0,116	15,049	8,843	14,234	17,523	14,074	6,737	0	61,111	183,546
7220 Exterior Replacement (eligible for RFR Draw) (includes \$2,160 EOY adj in Dec)	0	0	9,239	907	14,146	992	0	0	13,027	1,213	12,415	0	60,527
7260 Relocation Expense	0	14,465	42,715	14,705	40,371	14,429	68,429	8,869	14,716	0	78,215	13,545	245,544
7240 Exterior Replacement (eligible for RFR Draw) (includes \$9,329 EOY adj in Dec)	21,107	169,395	183,162	174,394	189,595	135,962	202,723	142,481	204,595	112,894	183,544	193,595	2,204,595
Subtotal: Operating and Maintenance													
6700 TAKES/INSURANCE													
6710 Taxes - Real Estate	4,952	5,090	4,820	4,198	4,190	4,200	3,753	3,665	3,604	3,759	3,674	4,396	50,137
6710 Misc. Licenses/Permits (inc. maintaining in September, 2000 on)	37,381	13,313	13,313	13,313	13,313	13,313	14,026	14,629	13,368	15,105	15,126	15,116	168,345
6720 Property Insurance (inc. adj. for Insurance Claims and YTD adj)	2,877	2,624	2,758	3,454	3,454	3,309	3,301	3,146	3,272	2,776	2,776	5,710	40,963
6722 Vehicle Compensation (includes \$11 EOY adjustment in Dec)	4,657	2,572	5,083	5,083	5,274	5,792	5,386	5,163	5,247	5,260	5,260	5,310	65,354
6723 Employee Health and Life Insurance (includes 401(k))	1,198	960	960	960	960	960	960	960	960	960	960	960	7,853
401(k) Matching Contribution estimate	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	72,811
6710 Professional Fee Tax	47,285	47,285	47,285	47,285	48,732	48,732	48,732	48,732	48,732	48,732	48,732	48,732	592,162
Subtotal: Taxes/Insurance	104,537	81,741	80,543	80,339	83,931	82,961	83,141	83,076	80,989	82,005	82,663	86,351	950,458
None: Insurance adjustment for Insurance Claim expense for JULY of 11,634.													
6900 SERVICE EXPENSES													
6902 Recreation Supplies (includes \$110 EOY adjustment in Dec)	0	0	0	0	0	0	0	4,331	0	0	24	0	4,605
6903 Janitor Services	0	0	0	0	0	0	0	4,331	0	0	24	0	4,655
Subtotal: Services													
7000 Replacement Reserve Eligible Expenses													
7100 CORPORATE EXPENSES													
7120 Legal Expenses													
7130 Professional Fee Tax													
7131 State Income Tax													
Subtotal: Corporate Expenses													
Adjustment for Operating Expense credits for 2005 (reversal in Dec 2004)													
TOTAL OF MONTHLY EXPENSES per Unit (net of Replacement Reserve)													
537,239	497,771	469,846	478,726	478,897	453,596	434,951	433,336	442,606	486,119	350,021	726,896	611,615	5,825,181
Less Reserves													
Modeling Expenses													
Per Unit Monthly Expenses (of occupied units - Net of Environmental)	537,239	497,771	469,846	478,726	453,596	434,951	433,336	442,606	486,119	350,021	726,896	611,615	8,951,191
Total Expenses Net of Environmental	537,239	497,771	469,846	478,726	453,596	434,951	433,336	442,606	486,119	350,021	726,896	611,615	8,951,191
ENVIRONMENTAL EXPENSES													
Per Unit Monthly Expenses (of occupied units - Net of Environmental)	537,239	497,771	469,846	478,726	453,596	434,951	433,336	442,606	486,119	350,021	726,896	611,615	8,951,191
Total Expenses Net of Environmental	537,239	497,771	469,846	478,726	453,596	434,951	433,336	442,606	486,119	350,021	726,896	611,615	8,951,191
ENVIRONMENTAL EXPENSES													
Per Unit Monthly Expenses (of occupied units - Net of Environmental)	537,239	497,771	469,846	478,726	453,596	434,951	433,336	442,606	486,119	350,021	726,896	611,615	8,951,191
Total Expenses Net of Environmental	537,239	497,771	469,846	478,726	453,596	434,951	433,336	442,606	486,119	350,021	726,896	611,615	8,951,191

STATE OF TEXAS
--ember 2011 Operations for Treasure Island Project

NAW	Draw 142	Draw 143	Draw 144	Draw 145	Draw 146	Draw 147	Draw 148	Draw 149	Draw 150	Draw 151	September	October	November
Units ready for occupancy at Beginning of month	316		316	316	316	316	316	316	316	316	316	316	316
Units Leased and Occupied during month	428	421	417	414	410	405	398	395	385	378	377	373	372
Aggregate Units Leased and Occupied during month													
Average Unit Rent													
REVENUE FROM OPERATIONS													
Revenue from Operations	1,127,024	1,122,402	1,121,073	1,121,015	1,122,784	1,122,115	1,124,094	1,124,098	1,125,019	1,125,415	1,124,222	1,122,419	1,110,340
Adjustment for Months Tilling	-28,514	-28,514	-28,514	-28,514	-28,514	-28,514	-28,514	-28,514	-28,514	-28,514	-28,514	-28,514	-335,996
Principled Interest (inc. marketing from Sept. 2009 onward)	63,769	133,710	7,300	6,815	5,104	11,837	8,513	2,335	2,335	3,422	2,660	3,714	3,121
Other Revenue (inc. marketing from Sept. 2009 onward)	867,885	1,069,572	807,225	807,225	807,225	807,225	807,225	807,225	807,225	807,225	807,225	807,225	765,353
EXPENSES FROM OPERATIONS													
6200 ADMINISTRATIVE EXPENSES	971	-971	0	0	0	0	0	0	0	0	0	0	0
6210 Advertising/Marketing	659	837	988	1,341	1,459	868	209	1,139	303	578	864	416	409
6250 Credit Reports	18,391	18,114	18,335	17,074	18,489	19,195	19,195	18,579	18,544	18,544	18,544	18,544	18,544
6310 Office Salaries	2,623	3,387	4,489	1,937	3,443	3,892	2,248	4,008	3,302	3,309	2,821	3,747	1,744
6318 Consulting Expense													
6319 Office Supplies/Environmental	26,394	25,739	20,493	23,987	26,702	26,211	27,831	22,121	24,655	23,861	23,017	22,045	21,321
6320 Temporary Services	5,760	7,006	6,277	5,620	6,222	8,072	6,222	6,222	5,370	5,911	5,720	5,911	6,922
6330 Management/Operator	2,000	2,000	2,003	2,003	2,003	2,003	2,003	2,003	2,003	2,003	2,003	2,003	2,003
6333 Payroll Expense	4,343	908	584	11,224	4,428	490	-402	2,413	2,403	10,428	664	463	2,643
6340 Legal Expenses	0	0	1,942	3,945	1,112	2,000	1,901	0	1,981	1,101	1,297	1,256	1,853
6350 Audit/Accounting	1,287	1,255	1,399	1,120	1,112	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
6370 Collection Loss	2,350	11,162	0	0	45	15,040	-355	13,200	2,864	640	4,191	1,256	284,700
6375 Miscellaneous	2,075	619	266	168	277	366	226	259	266	303	211	213	189
6385 Vehicle Lease & Insurance	0	0	0	0	2,100	0	0	0	0	0	0	25	0
6390 Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0
6393 Temporary Services	187	167	707	209	109	167	312	887	107	352	2,452	187	1,026
6394 Community Outreach	0	0	0	0	0	0	0	0	0	0	0	0	0
6395 Maintenance Services	0	0	0	0	0	0	0	0	0	0	0	0	0
6398 Computer Charges	65,059	72,132	87,320	88,223	75,003	79,864	61,459	76,741	245	838	60,476	53,715	341,510
6398 Rent Credits	0	0	0	0	0	0	0	0	0	0	0	0	0
Remediation Expense													
6400 Subtotal: Utilities	123,628	124,228	128,473	118,325	118,170	117,071	115,023	113,079	117,234	115,744	110,864	112,463	110,371
6450 Subtotal: Utilities	20,342	20,342	20,342	20,342	20,342	20,342	20,342	20,342	20,342	20,342	20,342	20,342	20,342
OPERATING AND MAINTENANCE													
6500 Operating and Maintenance	0	297	685	475	211	0	891	0	0	0	412	0	1,119
6510 Janitorial Supplies	840	1,240	116	160	420	1,140	539	1,160	420	900	889	225	0
6515 Janitorial Supplies	4,977	2,880	2,083	2,359	3,715	3,880	3,960	3,960	2,975	2,975	2,980	2,023	7,074
6521 Operating/Maintenance Rent (Free Unit)	1,352	1,352	1,352	1,352	1,352	1,352	1,352	1,352	1,352	1,352	1,352	1,352	1,352
6525 Rubbish Removal	19,000	17,728	19,457	16,000	17,291	21,244	21,244	19,325	15,616	23,595	20,169	18,225	1,825
6530 Security Services	14,095	7,330	7,318	7,313	17,917	7,556	9,353	9,009	9,468	13,910	10,669	9,289	6,633
6533 Fire Alarm Expenses	0	0	0	0	1,631	0	3,050	0	4,748	0	469	0	837
6535 Fire Alarm Expenses	0	0	1,324	0	0	1,178	0	4,971	0	0	0	1,250	1,610
6538 Tree Maintenance	1,440	93,727	9,823	0	39	0	0	0	0	0	0	0	0
6538 Grounds Contract	41,237	36,644	39,644	36,644	36,644	39,644	39,644	37,051	37,051	36,644	38,208	35,447	35,644
6539 Grounds Contract	13,002	14,982	14,760	13,700	17,940	19,250	20,571	19,250	17,940	17,940	17,978	17,988	14,888
6541 Repairs/Material	2,130	5,357	18,657	5,349	11,246	3,177	20,315	14,779	13,703	13,703	13,703	13,703	23,361

[illegible]

MATE OF REQUIREMENTS AND OPERATIONS FROM OPERATIONS

[illegible]

COMPARISON TO BUDGET November 2011

	October			YEAR TO DATE		
	Actual	Budget	Variance % Variance	Actual	Budget	Variance % Variance
Total Revenue	705,038	814,828	(29,100) -3.58%	9,200,078	9,963,108	(83,799) -0.84%
Marketing	400	9,585	(9,185) -95.82%	21,416	105,215	(83,799) -79.65%
Administrative	341,110	74,998	266,112 354.83%	991,827	824,978	166,849 20.22%
Utilities	110,971	117,030	(6,059) -5.18%	1,274,572	1,287,330	(12,758) -0.99%
O&M	151,100	167,100	(15,943) -9.54%	1,787,840	1,838,199	(50,359) -2.74%
EOY Reconciliation						
Tax Inv (inc. community room and finance exp)	33,837	34,560	(713) -2.07%	375,272	380,060	(4,778) -1.26%
Rent	48,752	48,301	451 0.93%	543,311	531,311	12,000 2.26%
Reserves						
Replacement (excl. anticipated draw)	40,800	55,000	(14,200) -26.07%	417,881	605,000	(187,039) -30.92%
Total Expenses	726,890	900,563	(220,363) -24.58%	5,412,200	5,572,083	(159,883) -2.87%
Available for Distribution	58,742	308,275	(249,533) -80.94%	3,794,478	3,391,025	403,453 11.90%
Available for Distribution	58,742	308,275	(249,533) -80.94%	3,794,478	3,391,025	403,453 11.90%
TIDA	55,805	292,861	(237,056) -80.94%	3,004,754	3,221,474	(216,720) -6.73%
J&Co	2,937	15,414	(12,477) -80.94%	189,724	169,551	20,172 11.90%

Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
TRI00	Villages at Treasure	7141-000	% Rent - TIDA	% Rent Nov11	12/21/2011		% Rent for Nov 2011	55,805.00
DEC 22 2011								

Payor: TREASURE ISLAND-RES.

Date

Check No.

Check Amount

Payee: Treasure Island Dvlpmnt Authority

12/21/2011

010888

55,805.00

Retain this statement for your records

AF30000 (Rev. 04/98) www.fisinter.com



TREASURE ISLAND-RES.
The John Stewart Company, Trustee
1388 Sutter Street, 11th Fl
San Francisco, CA 94109

WestAmerica Bank
90-4021/1211
Sausalito, CA 94965

Date

Check No.

Check Amount

12/21/2011

010888

\$55,805.00

Fifty Five Thousand Eight Hundred Five AND 00/100 Dollars

Pay to the order of:

Treasure Island Dvlpmnt Authority
2nd Floor, Treasure Island
One Avenue of the Palms
San Francisco, CA 94130

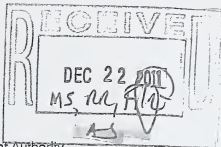
VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"

Handwritten signature: CWap



MEMORANDUM



To: Mirian Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo
John Stewart, JSCo Loren Sanborn, JSCo Connie Le, JSCo
Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer *[Signature]*

Date: December 20, 2011

Subject: Adjustment to Percentage Rent for Treasure Island Housing Project Sublease for September 2011 Reserve Release

Enclosed is our payment of additional Percentage Rent in the amount of \$237,540 for 2011 (covering reimbursements for reserve funded items during the first seven months of 2011). The distribution of these funds is calculated per the sublease agreement. This figure is based on the accompanying attachments.

Calculation of Additional Funds Available for Distribution in November 2011

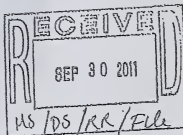
TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted when the reserve draw is approved. A Reserve Draw totaling 264,385 was approved in August 2010.

Calculation of Additional Percentage Rent based on September 2011 Reserve Draw

Based on the approved Reserve Draw, a total of \$250,042 was available for distribution per the sublease. These additional revenues are distributed as follows:

<u>Reserve Draw 2011 Distributions</u>	<u>Actual</u>
Available for Distribution	\$250,042
Percentage rent for TIDA	\$237,540
Percentage rent for JSCO	\$12,502

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.



To: Mirian Saez, Director of Island Operation, TIDA
From: Ned York, Assistant Vice President, JSCo. *NED*
Cc: Mike Smith-Helmer, Senior Vice President, JSCo.
Dan Stone, Property Manager, The Villages
Lynny Lee, Staff Accountant, JSCo.
Date: September 28, 2011
Subject: Replacement Reserve Account Disbursement Request

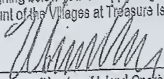
I am submitting for your consideration documentation related to request disbursement in the amount of \$250,042.54 from the Villages at Treasure Island's Replacement Reserve Account and transfer the money into the property's Operating Account.

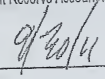
The Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority (Sublandlord) and the John Stewart Company (Subtenant and Manager) dated March 17, 1999, Section 11.3, Replacement Reserve Account, states: "Disbursement from the Replacement Reserve Account in the excess of Ten Thousand Dollars (\$10,000) per calendar quarter shall require the prior written approval of the Executive Director, which approval shall not be unreasonably withheld or delayed."

The enclosed Reserve Account Disbursement Request form includes a list of vendors, description of the work performed, as well as the location of the work. All expenditures were paid for during calendar year 2011. All items are considered "capital improvements" and extend the "useful" life of the property as defined by HUD.

At the beginning of September 2011, the Replacement Reserve Account balance was \$575,733.95. The Villages currently has a portfolio of 678 units, but only 534 are considered "rentable". Section 11.3, Replacement Reserve Account of Treasure Island Sublease Agreement states that funding for the account must be made until there is at least \$1,000 times the number of rentable units. With this disbursement request, the balance will be \$328,461.91. The Villages will continue to contribute to the monthly replacement reserve deposits to reach the balance of at least \$634,000.00.

By signing below you are approving this transfer from the Replacement Reserve Account into the Operating Account of the Villages at Treasure Island.


Mirian Saez, Director of Island Operations, TIDA


Date

RESERVE ACCOUNT DISBURSEMENT REQUEST

Date Submitted: September 1, 2011
Reserve Type (please check one):

--	--	--	--	--

Loan #:

Borrower Name: The Villages at Treasure Island
Property Name: The Villages at Treasure Island
Property Address: 1 Avenue of the Palms
San Francisco, CA 94130

Borrower Contact Name: Edward York, Property Supervisor
Phone No.: (415) 345-4400
Fax No.: (415) 614-9176

Invoice No.	Invoice Date	Description of Work Performed and Location	Vendor	Check No.	Amount of Contract	Amount Received
260	3/6/2011	Install countertop and cabinets at 1308-F	Malaga Construction	10271	\$4,200.00	\$4,200.00
348	7/12/2011	Install 3 patio doors at 1234-F, 1217-0, 1203	Malaga Construction	10271	\$5,685.00	\$5,685.00
20317	1/5/2011	Install carpet at 11234-F, Northpoint Drive	Metropolitan Interiors	10131	\$4,045.14	\$1,015.00
20322	7/1/2011	Install carpet at 11334-F, Mason Court	Metropolitan Interiors	10131	\$4,045.14	\$302.50
20323	11/20/2011	Install carpet at 1301-C, Galveston Avenue	Metropolitan Interiors	10131	\$2,122.64	\$2,122.64
20324	11/20/2011	Install carpet at 113-D, Kessler Court	Metropolitan Interiors	10131	\$4,045.14	\$302.50
20326	1/1/2011	Install carpet at 113-D, Kessler Court	Metropolitan Interiors	10131	\$4,045.14	\$302.50
20330	2/4/2011	Install carpet at 1265-A, Northpoint Drive	Metropolitan Interiors	10131	\$4,045.14	\$302.50
20354	2/1/2011	Install carpet at 1302-B, Avenue B	Metropolitan Interiors	10200	\$7,093.90	\$1,701.98
20349	2/8/2011	Install carpet at 1227-D, Northpoint Drive	Metropolitan Interiors	10200	\$7,093.90	\$845.49
20362	2/11/2011	Install carpet at 1242-C, Mariner Drive	Metropolitan Interiors	10200	\$7,093.90	\$2,017.60
20363	2/11/2011	Install carpet at 1305-F, Galveston Avenue	Metropolitan Interiors	10200	\$7,093.90	\$1,073.28
20376	2/19/2011	Install carpet at 1202-F, Mariner Drive	Metropolitan Interiors	10338	\$4,769.80	\$335.68
20383	2/19/2011	Install carpet at 1202-F, Exposition Drive	Metropolitan Interiors	10338	\$4,769.80	\$2,152.62
20449	4/12/2011	Install carpet at 1304-B, Avenue B	Metropolitan Interiors	10338	\$4,769.80	\$1,316.00
20445	4/12/2011	Install carpet at 1437-F, Chocko Court	Metropolitan Interiors	10338	\$4,769.80	\$786.50
20462	4/21/2011	Install carpet at 1420-F, Slipped Bass Street	Metropolitan Interiors	10338	\$4,769.80	\$892.20
20499	5/6/2011	Install carpet at 1420-F, Slipped Bass Street	Metropolitan Interiors	10338	\$4,769.80	\$765.00
20515	5/6/2011	Install carpet at 1420-F, Slipped Bass Street	Metropolitan Interiors	10338	\$4,769.80	\$765.00
20522	6/3/2011	Install carpet at 1115-G, Kessler Court	Metropolitan Interiors	10430	\$3,243.65	\$765.00
20570	7/6/2011	Install carpet at 66-F, Yebra Buena Road	Metropolitan Interiors	10430	\$3,243.65	\$765.00
20570	7/19/2011	Install carpet at 1270-C, Mariner Drive	Metropolitan Interiors	10595	\$4,988.31	\$574.05
20570	7/19/2011	Install carpet at 1306-A, Avenue B	Metropolitan Interiors	10595	\$4,988.31	\$1,644.00
20596	7/22/2011	Install carpet at 1304-C, Yebra Buena Road	Metropolitan Interiors	10595	\$4,988.31	\$1,095.00
6165	3/2/2011	Replace boiler at 1250 Exposition Drive	Piedmont Plumbing and Mechanical	10105	\$4,750.00	\$4,750.00
6165	3/11/2011	Replace boiler at 1250 Exposition Drive	Piedmont Plumbing and Mechanical	10235	\$6,000.00	\$6,000.00
040511	4/5/2011	Boiler repairs at 1219 Exposition Drive	Piedmont Plumbing and Mechanical	10260	\$3,000.00	\$3,000.00
5178	4/10/2011	Install boilers at 1219 Exposition Drive	Piedmont Plumbing and Mechanical	10310	\$8,100.00	\$8,100.00

The undersigned certifies all items have been completed and for the purposes specified above.

TOTAL REQUESTED DISBURSEMENT:

\$500 480.99

By (Authorized Signature)

Name	Assistant Vice President, The John Stewart Company, Management Agent
Title	

ATTACH ALL INVOICES AND COPIES OF CANCELLED CHECKS

RESERVE ACCOUNT DISBURSEMENT REQUEST

Date Submitted: September 1, 2011
Reserve Type (please check one):

☐ Repair Escrow
☒ Replacement Reserve
☐ Environmental
☐ Tenant Improvement and Leasing Commissions
☐ Other:

Loan #: _____
 Borrower Name: The Villages at Treasure Island
 Property Name: The Villages at Treasure Island
 Property Address: 1 Avenue of the Palms
 San Francisco, CA 94130
 Borrower Contact Name: Edward York, Property Supervisor
 Phone No.: (415) 345-4400
 Fax No.: (415) 614-9175

Invoice No.	Invoice Date	Description of Work Performed and Location	Vendor	Check No.	Amount Requested	Amount of Check
5866	1/14/2011	Install single ply roofing at 0304-E Nimitz Drive	Alder & Guerrero Roof Company, Inc.	10116	\$1,390.00	\$1,390.00
6017	2/23/2011	Install shingles at 1205 Bayside Drive	Alder & Guerrero Roof Company, Inc.	10212	\$23,095.00	\$23,095.00
214928	1/28/2011	Shower kits	American Marble	10145	\$3,600.88	\$3,600.88
215174	8/1/2011	Shower kits	American Marble	10449	\$3,408.61	\$3,408.61
215176	6/6/2011	Shower kits	American Marble	10449	\$3,408.61	\$3,408.61
215290	7/27/2011	Shower kits	American Marble	10564	\$3,171.73	\$3,171.73
28955	5/12/2011	Install 4 windows	Berkeley Glass Center	10393	\$576.50	\$576.50
7008	1/14/2011	Install linoleum at 1228-A Gateview Court	Discovery Carpet & Flooring	10147	\$12,032.00	\$2,710.00
7013	1/19/2011	Install linoleum at 1129-A Reeves Court	Discovery Carpet & Flooring	10147	\$12,032.00	\$2,710.00
7015	1/19/2011	Install linoleum at 1201-C Bayside Drive	Discovery Carpet & Flooring	10147	\$12,032.00	\$3,333.00
7018	1/22/2011	Install linoleum at 1238-C Northpoint Drive	Discovery Carpet & Flooring	10147	\$12,032.00	\$3,333.00
7024	1/31/2011	Install linoleum at 1312-A Gateview Avenue	Discovery Carpet & Flooring	10147	\$12,032.00	\$3,333.00
8047	5/4/2011	Install linoleum at 1224-B Bayside Drive	Discovery Carpet & Flooring	10389	\$2,710.00	\$2,893.00
8020	4/9/2011	Install linoleum at 1129-G Mason Court	Discovery Carpet & Flooring	10389	\$5,570.00	\$2,710.00
8058	5/11/2011	Install linoleum at 1133-F Mason Court	Discovery Carpet & Flooring	10389	\$5,570.00	\$5,570.00
8059	5/12/2011	Install linoleum at 1135-F Mason Court	Discovery Carpet & Flooring	10389	\$5,570.00	\$5,570.00
8061	5/17/2011	Install linoleum at 1249-C Exposition Drive	Discovery Carpet & Flooring	10421	\$3,620.00	\$3,620.00
8090	6/2/2011	Install linoleum at 1210-A Mariner Drive	Discovery Carpet & Flooring	10421	\$3,620.00	\$3,620.00
8070	5/28/2011	Install linoleum at 1237-A Northpoint Drive	Discovery Carpet & Flooring	10461	\$3,090.00	\$3,090.00
9038	7/18/2011	Install linoleum at 1306-A Gateview Avenue	Discovery Carpet & Flooring	10619	\$2,899.00	\$2,899.00
1893	1/6/2011	Fence Discussion	Erfach, Inc	10149	\$875.00	\$875.00
1938	5/1/2011	Furnish 50 galvanized fence posts	Erfach, Inc	10400	\$6,000.00	\$6,000.00
1948	6/22/2011	Repair parking lot at 5 courts	Erfach, Inc	10523	\$4,881.10	\$4,881.10
1955	6/29/2011	Clean, grind, prime, and repair asphalt	Erfach, Inc	10541	\$43,929.90	\$9,944.90
1956	7/6/2011	Slurry Seal at 5 courts	Erfach, Inc	10541	\$43,929.90	\$3,985.00
1959	7/26/2011	Repair parking lot at 5 courts	Erfach, Inc	10586	\$8,200.00	\$8,200.00
7174419	5/9/2011	Install 2 new hot water heaters	Home Depot	10355	\$1,269.63	\$1,269.63
697	7/28/2011	Install new boiler at 1205	Madden Plumbing	10594	\$21,462.00	\$20,750.00
236	2/19/2011	Replace door at 1245-A Northpoint Drive	Malagic Construction	10198	\$1,895.00	\$1,895.00
295	5/2/2011	Install patio door at 1201-C	Malagic Construction	10404	\$1,895.00	\$1,895.00

The undersigned certifies all items have been completed and for the purposes specified above.

TOTAL REQUESTED DISBURSEMENT:

\$154,958.55

By (Authorized Signature)

Name _____
 Title _____
 Assistant Vice President, The John Stewart Company, Management Agent

ATTACH ALL INVOICES AND COPIES OF CANCELLED CHECKS

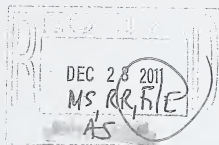
Expenses of the Month	
1	\$ 34,443.02
2	\$ 46,839.90
3	\$ 15,985.00
4	\$ 28,809.63
5	\$ 25,511.60
6	\$ 18,764.61
7	\$ 79,678.78
8	\$ -
9	\$ -
	\$ 250,042.54

Invoice No.	Invoice Date	Description of Work Performed and Location	Vendor	Check No.	Amount of Check	Amount Requested	Amount
250	03/06/11	Install countertop and cabinets at 1308-F	Malagic Construction	10271	\$4,200.00	\$4,200.00	\$4,200.00
348	07/31/11	Install 3 patio doors at 1234-F, 1217-D, 1201	Malagic Construction	10623	\$5,685.00	\$5,685.00	\$5,685.00
20317	01/05/11	Install carpet at 1234-E Northpoint Drive	Metropolitan Interiors	10131	\$4,645.14	\$1,015.00	\$1,015.00
20322	01/07/11	Install carpet at 1133-E Mason Court	Metropolitan Interiors	10131	\$4,645.14	\$502.50	\$502.50
20327	01/10/11	Install carpet at 1301-C Gateview Avenue	Metropolitan Interiors	10131	\$4,645.14	\$2,122.64	\$2,122.64
20334	01/10/11	Install carpet at 1113-D Kepler Court	Metropolitan Interiors	10131	\$4,645.14	\$502.50	\$502.50
20326	01/10/11	Install carpet at 1304-F Avenue B	Metropolitan Interiors	10131	\$4,645.14	\$502.50	\$502.50
20350	02/04/11	Install carpet at 1245-A Northpoint Drive	Metropolitan Interiors	10200	\$7,099.90	\$1,703.98	\$1,703.98
20354	02/07/11	Install carpet at 1302-B Avenue B	Metropolitan Interiors	10200	\$7,099.90	\$848.49	\$848.49
20349	02/09/11	Install carpet at 1227-D Northpoint Drive	Metropolitan Interiors	10200	\$7,099.90	\$697.00	\$697.00
20382	02/11/11	Install carpet at 1212-C Mariner Drive	Metropolitan Interiors	10200	\$7,099.90	\$2,107.65	\$2,107.65
20363	02/11/11	Install carpet at 1306-B Gateview Avenue	Metropolitan Interiors	10200	\$7,099.90	\$663.50	\$663.50
20376	02/18/11	Install carpet at 1202-F Mariner Drive	Metropolitan Interiors	10200	\$7,099.90	\$1,079.28	\$1,079.28
20448	04/11/11	Install carpet at 1247-C Exposition Drive	Metropolitan Interiors	10338	\$4,789.80	\$535.68	\$535.68
20449	04/12/11	Install carpet at 1302-F Avenue B	Metropolitan Interiors	10338	\$4,789.80	\$2,152.62	\$2,152.62
20462	04/14/11	Install carpet at 1304-B Avenue B	Metropolitan Interiors	10338	\$4,789.80	\$1,316.00	\$1,316.00
20499	05/17/11	Install carpet at 1420-E Striped Bass Street	Metropolitan Interiors	10338	\$4,789.80	\$785.50	\$785.50
20515	05/28/11	Install carpet at 1420-F Striped Bass Street	Metropolitan Interiors	10430	\$3,343.65	\$926.90	\$926.90
20522	06/03/11	Install carpet at 1115-G Kepler Court	Metropolitan Interiors	10430	\$3,343.65	\$593.25	\$593.25
20570	07/06/11	Install carpet at 66-F Yerba Buena Road	Metropolitan Interiors	10596	\$4,983.31	\$1,675.00	\$1,675.00
20580	05/23/11	Install carpet at 1210-C Mariner Drive	Metropolitan Interiors	10596	\$4,983.31	\$574.05	\$574.05
20590	07/20/11	Install carpet at 1135-E Mason Court	Metropolitan Interiors	10596	\$4,983.31	\$295.00	\$295.00
20596	07/22/11	Install carpet at 1308-A Avenue B	Metropolitan Interiors	10596	\$4,983.31	\$1,644.00	\$1,644.00
6159	02/28/11	Install teledyne laars mighty therm at 1250	Piedmont Plumbing and Mech	10185	\$14,750.00	\$1,095.00	\$1,095.00
6165	03/02/11	Replace boiler at 1250 Exposition Drive	Piedmont Plumbing and Mech	10235	\$6,000.00	\$6,000.00	\$6,000.00
6162	03/11/11	Replace boiler at 1250 Exposition Drive	Piedmont Plumbing and Mech	10277	\$3,000.00	\$3,000.00	\$3,000.00
040511	04/05/11	Boiler repair at 1250 Exposition Drive	Piedmont Plumbing and Mech	10289	\$14,750.00	\$14,750.00	\$14,750.00
6178	04/14/11	Install boilers at 1219 and 1250	Piedmont Plumbing and Mech	10310	\$8,000.00	\$8,000.00	\$8,000.00
						\$80,488.98	\$80,488.98
							\$0.00

Invoice No.	Invoice Date	Description of Work Performed and Location	Vendor	Check No.	Amount of Check	Amount Requested	Amount
2856	03/22/11	Install wall furnace at 1133-E Mason Court	Tuck Aire / Alias Heating	10298	\$2,795.00	\$2,795.00	\$2,795.00
2899	07/07/11	Replace furnace at 1131-C Mason Court	Tuck Aire / Alias Heating	10138	\$1,900.00	\$2,975.00	\$2,975.00
2708	01/17/11	Replace furnace at 1129-F Mason Court	Tuck Aire / Alias Heating	10138	\$1,900.00	\$2,975.00	\$2,975.00
2735	01/18/11	Replace furnace at 1122-A Reeves Court	Tuck Aire / Alias Heating	10138	\$1,900.00	\$2,975.00	\$2,975.00
2738	01/18/11	Replace furnace at 1308-E Gateview Avenue	Tuck Aire / Alias Heating	10138	\$1,900.00	\$2,975.00	\$2,975.00
							\$0.00
						\$14,695.00	\$14,695.00
							\$0.00

Invoice No.	Invoice Date	Description of Work Performed and Location	Vendor	Check No.	Amount of Check	Amount Requested	Amount
5666	01/14/11	Install single ply roofing at 0304-E Nimitz Dr	Acker & Guerrero Roof Contr	10116	\$1,390.00	\$1,390.00	\$1,390.00
6017	02/23/11	Install shingles at 1205 Bayside Drive	Acker & Guerrero Roof Contr	10212	\$23,095.00	\$23,095.00	\$23,095.00
214928	01/28/11	Shower kits	American Marble	10145	\$3,600.88	\$3,600.88	\$3,600.88
215174	06/01/11	Shower kits	American Marble	10449	\$3,408.61	\$3,201.03	\$3,201.03
215176	06/06/11	Shower kits	American Marble	10449	\$3,408.61	\$207.58	\$207.58

Invoice No.	Invoice Date	Description of Work Performed... and Location	Vendor	Check No.	Amount of Check	Amount Requested	Portion
215280	07/27/11	Shower kits	American Marble	10564	\$3,171.73	\$3,171.73	7
25965	05/12/11	Install 4 windows	Berkley Glass Center	10396	\$575.50	\$575.50	5
7008	01/14/11	Install inoleum at 1228-A Gateview Court	Discovery Carpet & Flooring	10147	\$12,032.00	\$2,710.00	1
7013	01/18/11	Install inoleum at 1129-A Reeves Court	Discovery Carpet & Flooring	10147	\$12,032.00	\$2,710.00	1
7015	01/19/11	Install inoleum at 1201-C Bayside Drive	Discovery Carpet & Flooring	10147	\$12,032.00	\$3,333.00	1
7018	01/22/11	Install inoleum at 1238-C Northpoint Drive	Discovery Carpet & Flooring	10147	\$12,032.00	\$360.00	1
7024	01/31/11	Install inoleum at 1312-A Gateview Avenue	Discovery Carpet & Flooring	10147	\$12,032.00	\$2,899.00	1
8047	05/04/11	Install inoleum at 1224-B Bayside Drive	Discovery Carpet & Flooring	10369	\$2,710.00	\$2,710.00	5
8020	04/09/11	Install inoleum at 1129-G Mason Court	Discovery Carpet & Flooring	10399	\$5,570.00	\$2,710.00	5
8058	05/11/11	Install inoleum at 1133-C Mason Court	Discovery Carpet & Flooring	10399	\$5,570.00	\$530.00	5
8059	05/12/11	Install inoleum at 1135-F Mason Court	Discovery Carpet & Flooring	10421	\$3,620.00	\$530.00	6
8061	05/17/11	Install inoleum at 1249-C Exposition Drive	Discovery Carpet & Flooring	10451	\$3,090.00	\$3,090.00	5
8060	06/02/11	Install inoleum at 1210-A Warriner Drive	Discovery Carpet & Flooring	10421	\$3,620.00	\$3,090.00	5
8070	05/26/11	Install inoleum at 1237-A Northpoint Drive	Discovery Carpet & Flooring	10619	\$2,899.00	\$2,899.00	7
9038	07/18/11	Install inoleum at 1306-A Gateview Avenue	Discovery Carpet & Flooring	10619	\$2,899.00	\$2,899.00	7
1893	01/06/11	Fence Discussion	Ertech, Inc	10149	\$875.00	\$875.00	1
1938	05/01/11	Furnish 50 galvanized fence posts	Ertech, Inc	10400	\$6,000.00	\$6,000.00	5
1948	06/02/11	Repair parking lot at 5 courts	Ertech, Inc	10523	\$4,881.10	\$4,881.10	6
1955	06/29/11	Clean, grind, prime, and repair asphalt	Ertech, Inc	10541	\$43,929.90	\$9,944.90	6
1956	07/05/11	Slurry Seal at 5 courts	Ertech, Inc	10541	\$43,929.90	\$33,985.00	7
1959	07/26/11	Repair parking lot at 5 courts	Ertech, Inc	10586	\$8,200.00	\$8,200.00	7
7E-06	05/09/11	Install 2 new hot water heaters	Home Depot	10355	\$1,269.83	\$1,269.83	4
697	07/29/11	Install new boiler at 1205	Madden Plumbing	10594	\$21,482.00	\$20,750.00	7
236	02/15/11	Replace door at 1245-A Northpoint Drive	Malagic Construction	10198	\$1,895.00	\$1,895.00	2
296	05/02/11	Install patio door at 1201-C	Malagic Construction	10404	\$1,895.00	\$1,895.00	5
						\$154,858.55	\$1,895.00



TREASURE ISLAND

Monthly Maintenance Common Area Charges 2011

6589—MAINTENANCE-COMMON AREA CHARGES **ENTERED** The figure of an average \$28,300 per month/\$339,608 per year is included. Common Service charges are referenced in Section 3.1.2. and 3.1.3 of Exhibit 1 as part of the Exhibits to the Sublease Agreement. Common Service Charges are composed of two parts: a charge for the land (\$6,886.96 per month) and a charge for the structures (\$23,317.54) The Common Area charge for the structures is a function of each apartment's square footage. While Common service Charges per annum have been historically fixed at \$30,204.50 per month/ \$362,454.00 per year based upon a portfolio of 632 units, this expense was reduced in July 2007 by \$1,962.38 per month to \$28,242.10 per month/\$338,905.20 per year with the return of the 54 "borrowed" units to Treasure Island Homeless Development Initiative. The Common Area Charges are now based upon a portfolio of 578 units.

While the Villages expects a decrease in the Common Area Charges with the relocation of the residents from Yerba Buena Island to Treasure Island, this line item does not include any budgetary reflection since it is difficult to anticipate at what rate tenants will relocate. Please note that the 80 apartments on YBI represent approximately 13.8% of the structural common area charges paid monthly.

2/01/2011



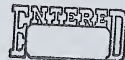
TREASURE ISLAND

Monthly Maintenance Common Area Charges 2011

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Dec 2011



Ent	Name	Acct No	Account Name	Invoice	Date	P.O. Num	Reference	Net
RI00	Villages at Treasure	6589-000	Maint.-Common Area	1111 CAM	12/15/2011		Nov11 CAM Charge	28,242.10
RI00	Villages at Treasure	6589-000	Maint.-Common Area	1211 CAM Cha	12/7/2011		Dec11 CAM Charge	28,242.10

Payor: TREASURE ISLAND-RES.	Date	Check No.	Check Amount
Payee: Treasure Island Dvlpmnt Authority	12/27/2011	010902	56,484.20

tain this statement for your records

AP500000/Rev. 01/08 www.unibond.net



TREASURE ISLAND-RES.
The John Stewart Company, Trustee
 1388 Sutter Street, 11th Fl
 San Francisco, CA 94109

WestAmerica Bank
 90-4021/1211
 Sausalito, CA 94965

DEC 28 2011

Date
 12/27/2011

Check No.
 010902

Check Amount
 \$56,484.20

Fifty Six Thousand Four Hundred Eighty Four AND 20/100 Dollars

Pay to the order of:

Treasure Island Dvlpmnt Authority
 2nd Floor, Treasure Island
 One Avenue of the Palms
 San Francisco, CA 94130

VOID IF NOT CASHED WITHIN 180 DAYS OF ISSUANCE

Green

RUB BLUE IMAGE SECURE AREAS TO SHOW THE WORD "VALID"



To: Mirian Saez, Director of Island Operations, TIDA

From: Ned York, Assistant Vice President, The John Stewart Company

Date: January 25, 2012

Subj.: The Villages at Treasure Island: December Financial Statement

Per your request, I more closely examined the December 2011 financial report to clarify why the profit and loss statement reflected such a low Total Expenses amount of only \$217,663. Upon investigation, I found the answer to this question in the TIDA Percentage Rent line item.

In order to understand the Villages at Treasure Island's December 2011 financial report, please bear in mind that the profit and loss statement is based upon accrual accounting which is different from accounting on a cash basis. On a cash basis, TIDA actually received a check for \$293,345. However, the December financial report shows a negative \$281,724 as the Percentage Rent based upon accrual accounting. This negative amount resulted in a decrease in December's budgeted Percentage Rent of \$573,359. Stated another way, we budgeted that the December Percentage Rent would be \$291,635; however, three accounting entries had to be included in December's financial report which resulted in the large negative amount as TIDA's Percentage Rent.

It is important to understand that the accounting for the last month of each fiscal year is different from the other eleven months in that two extra journal entries are made. First, as you know, while TIDA's fiscal year runs July 1st through June 30th, the Villages at The Treasure Island's fiscal year begins January 1st and ends December 31st. Annually each December, the staff accountant makes an accrual reversal backing out the amount of Percentage Rent paid in January of that year because this figure is based upon the previous month's (December 2010) profit and loss statement attributed to the previous fiscal year. The amount that was reversed in December 2011 was \$501,820—the amount paid in January 2011 for December 2010's Percentage Rent.

Second, each December the staff account also accrues the actual amount that will be paid the following January—which, of course, is in the Villages' 2012 fiscal year. In December 2011, the staff accountant accrued \$262,022 which TIDA will receive in January 2012. As a result of the accrual reversal of \$501,820 and the inclusion of the December accrual of \$262,022 to be paid in January the amount becomes a negative \$239,798.

Third, the property's auditor directed the staff accountant to make two adjusting journal entries backing out a total of \$345,271 from the TIDA Percentage Rent amount for fiscal year 2011.

One adjusting journal entry was to reflect a payment of \$251,166 paid to TIDA in April for a 2010 Replacement Reserve withdrawal. While this payment was made in the spring time, the adjusting journal entry reversing out the amount from the profit and loss statement for 2011 was not made until December, the end of the fiscal year. The second adjusting journal entry was for \$84,105 based upon an invoice received at the end of last year and accrued as part of fiscal 2010. In July, the auditor directed the staff accountant to reverse the 2010 accrual entry and record the expense in the July 2011 monthly financial statement. Just like the first adjusting journal entry, in December the auditor directed the staff accountant to reverse out the amount from the profit and loss statement as part of TIDA Percentage Rent.

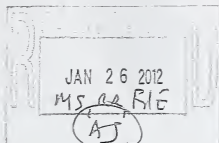
Please refer to attached General Ledger details for 7141 Percentage Rent--TIDA.

Please let me know if you have additional questions in this matter.

Attachments



MEMORANDUM



To: Mirian Seez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo Ned York, JSCo
John Stewart, JSCo Loren Sanborn, JSCo Connie Le, JSCo
Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Michael Smith-Heimer *MSH*

Date: January 20, 2012

Subject: Percentage Rent for Treasure Island Housing Project Sublease for December 2011

Enclosed is our payment of Percentage Rent in the amount of \$262,021 for the December period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property.

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of December 2011, Actual Total Revenues were slightly under Budgeted Total Revenues (-3 %) while Actual Total Operating Expenses were above Budgeted Total Operating Expenses by about 1.5%. The result was that Funds Available for Distribution were below budget by about 10.5%.

Calculation of Percentage Rent

Based on operations, a total of \$275,812 in adjusted Gross Revenues after costs of operations are available for distribution for the December period. These revenues are distributed as follows:

<u>December 2011 Distributions</u>	<u>Actual</u>	<u>Budgeted</u>
Available for Distribution	\$275,812	\$308,275
Percentage rent for TIDA	\$262,021	\$292,661
Percentage rent for JSCo	\$13,791	\$15,414

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

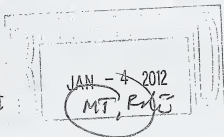




SAN FRANCISCO POLICE DEPARTMENT
SOUTHERN STATION
850 BRYANT ST
SAN FRANCISCO, CA. 94103
OFFICE #: (415) 553-7959
FAX # (415) 553-9722



Fax Transmittal Sheet



DATE: January 4, 2012

AGENCY: Treasure Island Development Authority

FAX NUMBER: (415) 274-0299

ATTENTION: Marianne

SENT BY: Larry Bertrand

PHONE #: (415) 553-7959

COMMENTS:

Marianne,

Please find attached the December statistics for Treasure Island.

Any questions, please give me a call.

Thank you.

Larry Bertrand

Number of pages, Including Cover Sheet: 2

OCC. DATE	REP. DATE	ATTACHMENT A LOCATION	TYPE	COMMENTS	CASE NUMBER
12/29/11	12/29/11	1225 Northpoint Dr	Threats	Known Suspect	111040480
12/6/11	12/6/11	1111 Kepler Cir	Vehicle Arson	Unknown Suspect	110976593
12/4/11	12/4/11	1203 Bayside Dr	Domestic Violence	Known Suspect	110973226
12/4/11	12/10/11	1244 Northpoint Dr	Domestic Violence	Known Suspect	110988980
12/3/11	12/4/11	50 Ave of the Palms	Slay Away Order DV related	Known Suspect	110971797
12/1/11	12/1/11	749 9th St	Vehicle Vandalism	Known Suspect	110965035
11/6/11-12/1/11	12/7/11	400 Ave of the Palms	Trespassing	Known Suspect	110979832
				TOTAL	7

Part 1 Crimes December, 2011

Homicide 0
Assault 2
Burglary 0

Vehicle Theft 0
Robbery 0
Sex Offenses 0

Arson 0
Larceny 0

Total Part 1 Crimes

2



**SAN FRANCISCO POLICE DEPARTMENT
SOUTHERN STATION**

850 BRYANT ST

SAN FRANCISCO, CA. 94103

OFFICE #: (415) 553-7959

FAX # (415) 553-9722



RECEIVED
FEB -1 2012
MS. R16

Fax Transmittal Sheet

DATE: February 1, 2012

AGENCY: Treasure Island Development Authority

FAX NUMBER: (415) 274-0299

ATTENTION: Marianne

SENT BY: Larry Bertrand

PHONE #: (415) 553-7959

COMMENTS:

Marianne,

Please find attached the December statistics for Treasure Island.

Any questions, please give me a call.

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Larry Bertrand

Number of pages, including Cover Sheet: 2

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

January 3, 2012

Mayor Edwin M. Lee
San Francisco City Hall Room 200
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Dear Mayor Lee,

I am pleased to submit for your signature two (2) copies of the Unconditional Deed of Gift, from the United States Navy to the City and County of San Francisco, for a portion of the Treasure Island Museum Collection. Also enclosed for your review are applicable Board of Supervisors and Treasure Island Development Authority resolutions pertinent to this Unconditional Deed of Gift.

Thank you for your attention to this matter, please do not hesitate to contact me should you or your staff need to discuss this Unconditional Deed of Gift document.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mirian Saez", written over a horizontal line.

Mirian Saez
Director of Island Operations

Cc: file

Enclosures

CITY & COUNTY OF SAN FRANCISCO



MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

TREASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: February 3, 2012
Re: Use Permit and Film Permit Waivers

The following waivers and reductions were granted for short-term Use Permits and Film Permits November 10– December 9, 2011.

Fee Waivers:

- SFDEM- Casa De La Vista- December 15, 2011
- Boys and Girls Club – Casa De La Vista – January 3, 2012
- JSCO- Casa De La Vista- January 21, 2012
- JSCO- Casa De La Vista – January 24, 2012
- Boys and Girls Club – Casa De La Vista – January 26, 2012
- San Francisco State University - Student Project- January 15, 2012

Security Deposit Waivers:

- San Francisco State University - Student Project- January 15, 2012



**Treasure Island Development Authority
Subleases and Permits Executed
Pursuant To Leasing Policy
As of February 3, 2011**

Location / Facility	Agreement Number	Leasehold Status (new / expired)	Company Name / Prospective Subtenant	Commencement Date/Event Date	Leasehold Type	Sq. Ft.	Monthly Rent/ Permit Fee	Comments
Building One,	513	New	LiquidDyn, Inc	12/1/11	Storage	700	\$7500.00	
Building One	516	New	Grand Dynamics	12/1/11	Office	100	\$435.00	
Building 670	532	New	Steve Walker Studio, Inc	1/23/2012	Office	2500	\$1250.00	
B-180 Parking Lot	P-523	New	NBC Universal	1/20/12	Filming		\$1500.00	
Various B-180 Parking Lot	P-528	New	Leukemia Lymphoma Society	1/15/12	Training		\$250.00	
Building 3	P-529	New	National Fitness Campaign	1/18/12	Storage	3000	\$5000.00	
Avenue Of The Palms	P-530	New	Caspar and Co.	2/5/12	Photo		\$500.00	

President, Board of Supervisors
District 3
第三區
市參事會主席



City and County of San Francisco
三藩市市及縣政府

DAVID CHIU
邱信福

January 10, 2012

Angela Calvillo, Clerk
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Pl., Room 244
San Francisco, CA 94102

RE: Board of Supervisors Committee Assignments

Madam Clerk,

I am pleased to transmit the following committee assignments.

Budget & Finance

Carmen Chu, Chair
John Avalos, Vice Chair
Jane Kim, Member
Malia Cohen, Temporary Member
Scott Wiener, Temporary Member

**City Operations & Neighborhood
Services**

Sean Elsbernd, Chair
Carmen Chu, Vice Chair
Christina Olague, Member

City & School District

David Campos, Chair
Christina Olague, Vice Chair
David Chiu, Member

Government Audits & Oversight

Mark Farrell, Chair
Sean Elsbernd, Vice Chair
David Chiu, Member

Land Use & Economic Development

Eric Mar, Chair
Malia Cohen, Vice Chair
Scott Wiener, Member

Public Safety

John Avalos, Chair
Christina Olague, Vice Chair
Eric Mar, Member

Rules Committee

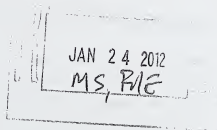
Jane Kim, Chair
Mark Farrell, Vice Chair
David Campos, Member

These committee assignments are effective immediately. Pursuant to section 5.1 of the Board of Supervisors Rules of Order, Supervisors Cohen and Wiener will join the Budget & Finance Committee as temporary members on April 1, 2012.

Sincerely,

David Chiu
David Chiu

TIHDI Program Report
Contract Year 2011-2012
Report for Period July 1, 2001 through December 31, 2011
Person Completing Report: Sherry Williams



TASK ONE

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation of community-based homeless service organizations activities with all public and private agencies operating on former naval base Treasure Island in the current implementation of the proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property.

Specifically:

- Operate the Job Broker System for island employers to fulfill hiring objectives outlined in their leases and/or contracts with the Treasure Island Development Authority.

The Job Broker placed a total of 92 temporary workers for the following events: Oracle World, Dragon Boat, and the TI Music Festival. 74 of these were hired by Admiral Security for temporary work during Oracle World and 4 were hired for permanent positions with Admiral. Hartmann Studios hired a worker to work full time after the event was over as did Another Planet after the Music Festival was over. Six people were hired by Wine Valley Catering for on call catering positions. Rubicon Programs hired a part time automotive mechanic. Numerous contacts have been (were) made to Triathlon, Oasis, TI Bar & Grill and Winery SF with no placements to date.

- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding facility issues impacting Treasure Island.

Members were notified of planned utility and road closures and other facility issues as requested by TIDA during the past six months.

- Facilitate dissemination of information to members of the Treasure Island Homeless Development Initiative regarding hearings involving Treasure Island.

Members were notified of TIDA meetings and any relevant Board of Supervisors hearings on a regular basis.

- Coordinate participation of members of the Treasure Island Homeless Development Initiative where appropriate.

TIHDI coordinates the monthly TI Housing Partner meeting and contacts members regarding other island meetings when requested/needed.

- Operate the "Ship Shape" as a Community Center.

The Ship shape continues to be a hub for community activities. TIHDI operates a Business Assistance Center & Computer Lab which is open for drop in Monday to Thursday 9am to 5pm. An average of 70 people per month utilized the Center in the past six months—doing everything from opening a bank account, getting a copy of their credit report and doing job search. We hosted 6 workshops on subjects such as asset building, money management and credit repair, each averaged 25 people per workshop. We held 13 basic computer classes which were attended by a total of 26 people. The Ship Shape is also home to the weekly Food Pantry which provides supplemental groceries to an average of 130 TI/YBI households a week. TIHDI coordinates the free tax site and is recruiting volunteers and beginning to organize outreach for the coming year. It is also used for weekly AA/NA, quarterly Good Neighbors and bi monthly Community meetings.

Treasure Island Homeless Development Initiative ("Contractor") shall provide all labor, materials, and equipment necessary to:

- Coordinate and facilitate the participation of community-based homeless service organizations and coordinate activities with all public and private agencies operating on former naval base Treasure Island in the development of long term plans to implement the proposed Base Closure Homeless Assistance Agreement and Option to Lease Real Property on Treasure Island and Yerba Buena Island.

Specifically:

- Provide consultation on the affordable housing component of the proposed development plan by TICD. This includes review of financing proposals by developer, phasing of housing, and the design and placement of housing.
- Provide input in community serving and development components, Job Broker and First Source compliance and economic development opportunities as indicated in the TIHDI Agreement.

TIHDI has begun implementation planning work with OEWD staff on employment and housing components of the plan.

HAND DELIVERED

November 9, 2011

Mr. Edwin M. Lee
Mayor of San Francisco
City Hall, Room 200
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682

Mr. Dennis Herrera
San Francisco City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4682

Re: Treasure Island Radiologic Contamination

Gentlemen:

With the election for Mayor of San Francisco now over, I am writing your respective offices to express deep concern about radiologic issues that have been festering at Treasure Island for many months now. These matters were brought to the attention of, and ignored by, the City of San Francisco at the April 21, 2011 Special Joint Meeting of the Planning Commission (4-3) and the Treasure Island Development Authority (7-0), Certifying a Final Environmental Impact Report for the Treasure Island/Yerba Buena Island Redevelopment Project, and presented as well to the subsequent June 7, 2011 Board of Supervisors meeting, which affirmed the Planning Commission Certification of the FEIR on an unanimous 11-0 vote.

Attached hereto are two sets of documents:

1. Letter from the California Department of Public Health (CDPH) dated June 23, 2011 to Shaw Environmental and Infrastructure, Inc., including copy of posted Notice of Violation (NOV);
2. Memorandum from CDPH to the California Department of Toxic Substances Control (DTSC), dated April 13, 2001, including Memorandum from CDPH to DTSC dated October 29, 2010 and "Attachment 2: CDPH Environmental Management Branch (EMB) review of Treasure Island Finding of Suitability to Transfer (FOST) and Radiological Issues."

My letter is not intended as a challenge to the above-referenced EIR which is currently before the courts, however, it should be noted that the EIR at p.IV.P.15 deliberately minimized areas impacted with radionuclides: the "remaining low-level radiological material contamination at the Naval base is isolated to small portions of Site 12 and Building 233."

That was a radiologic lie then. As the attached documents attest, it has proven even more so today.

Prior to any unrestricted release recommendation for remediated buildings, sites and areas pursuant to FOST, ongoing radiologic concerns should be thoroughly and openly addressed. This would include past remediation activities, together with a soil movement stand-down for the removal, sorting and transport of soil that may have resulted in the spread of radiologic contamination to other areas of Treasure Island and Yerba Buena Island previously classified as non-impacted.

As to various RAD contaminated areas, the largest is Site 12, comprised of about 94 acres, much of which is designated for building and construction, making up a significant portion of Treasure Island. As a threshold matter, the Department of the Navy (DON) and the Navy Radiological Affairs Support Office (RASO) path to closure should begin with proper characterization of Treasure Island. Such characterization should also assess the highly questionable remediation activities by Shaw Environmental, including proper data on alleged test trenches and backfilled areas, waste shipments, waste profiles, holding spots, list of facilities that have received or are scheduled to receive low-level radiological waste, high-level radiological waste, or waste that may not, but should have been, radiologically characterized.

And, sites 30, 31 and 33 were established as potentially radiologically impacted once Site 12 indicated the presence of radioactive contamination, yet those sites are ignored in the EIR despite the reference to RAD contamination on a ("small portion") of Site 12.

And what of the "USS Pandemonium" used for "decontamination training," which received an Atomic Energy Commission radioactive license? Could Ra-226 (half life--1600 years) have been used during "decontamination training? Is there evidence that the Navy used only short-lived radionuclides? What of the subsequent Pandemonium site at the northeast corner of Treasure Island (demolished as uncontaminated material and sent to an undisclosed landfill)—and wash water used at both sites for decontamination training released into the San Francisco Bay?

In fact, as the attached documents indicate, the radiologic issues facing both Treasure Island and Yerba Buena Island are far more serious and complex than presented by DON, calling into question as well, the nature and legality of remediation actions undertaken by Shaw Environmental—possibly impacting Yerba Buena Island as well. If Yerba Buena Island itself has now become an issue, where do the potential problems end? DON is experiencing uncontrollable circumstances with the disposal of radioactive waste—there are no artificial borders to the spread of radiologic contamination. DON, the City of San Francisco, and the TIDA should be transparent on these matters, divulging all problems associated with radiologic cleanup of Treasure Island, including Yerba Buena Island—and beyond. There are regional implications to the transport of radioactive materials, some of which may well have been improperly characterized as non-radioactive. In that regard, what is the nature of the scans conducted on Treasure Island roads—are they

merely preliminary, and what are the results? This would include the Bay Bridge on/off ramps and historical properties on Yerba Buena Island that should be openly addressed ahead of any imperatives of Caltrans' Bay Bridge construction schedule.

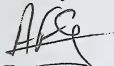
There is also the matter of Nuclear Regulatory Commission (NRC) oversight of Treasure Island now that it regulates radium-226 under military control. Inasmuch as the entirety of Treasure Island may be radiologically impacted, has the NRC been made aware of the lack of proper characterization of Treasure Island and the potential spread of Ra-226? In addition, NRC/AEC radioactive materials licenses previously issued for uses at Treasure Island included large quantities of cesium-137. Even with a half life of 30 years, where is the Cs-137, what specific parcels?

Similarly, given the extremely shallow groundwater on Treasure Island, what is the status of groundwater monitoring, aquifer characterization, water pipelines as pathways for contamination outside the Solid Waste Disposal Areas (SWDAs)? Is additional groundwater investigation required, particularly since radium-226 has been found in monitoring wells in parts of Site 12? What is the status of groundwater sampling plans not only at Site 12, but throughout the island? What is the position of the San Francisco Bay Regional Water Quality Control Board on the subject radiologic concerns?

The 2006 Treasure Island Historical Radiological Assessment (HRA)—
http://www.bracpmo.navy.mil/base_docs/treasure_island/documents/enviro_docs/FinalTI_HRAFeb2006.pdf—has been shown to be heavily flawed; it would irresponsible, and probably illegal to continue relying on the 2006 HRA as a roadmap for radiologic cleanup and remediation. With that in mind, Treasure Island and Yerba Buena Island—including parcels already transferred—should be properly characterized for potential radiologic contamination in order to create a conceptual site model on the disposition of radiological material that may be found anywhere on the islands.

As a citizen of San Francisco, I thank you for your kind attention to the above matters.

Sincerely,



Tony Gantner
235 Chestnut St.
San Francisco, CA 94133
afgantner@aol.com
415/596-3626



California Department of Public Health
MEMORANDUM

DATE: April 13, 2011

TO: Stewart Black, Acting Deputy Director
Department of Toxic Substances Control
1001 'I' Street
Sacramento, CA 95814-2828

FROM: Stephen Woods, Department of Defense Project Manager
Center for Environmental Health
California Department of Public Health (CDPH)
Division of Drinking Water and Environmental
Management

Steph X. Woods

SUBJECT: U.S. Naval Station at Treasure Island (TI) – California Department of
Public Health (CDPH) Environmental Management Branch
(EMB)/Department of Toxic Substances Control (DTSC) agreement
#10-T1033.

I am writing to inform you of several issues that may prevent the California Department of Public Health (CDPH) Environmental Management Branch (EMB) from providing a recommendation to support current and future Finding of Suitability to Transfer (FOST) at US Naval Station at Treasure Island (TI). We previously informed the California Department of Toxic Substances Control (DTSC) Project Manager of the concerns verbally and in a written communication dated October 28, 2010 (Attachment 1). It is our understanding that within the current FOST, Base Realignment and Closure (BRAC) plans to transfer a large area of TI out of federal control this year and possibly within the next 30 days.

The large volume of radiological contaminated material, high number of radioactive commodities (individual items or sources) and high levels of radioactive contamination identified at Site 12 and Building 233 have raised concerns with CDPH regarding the nature and extent of the radiological contamination present at TI. In addition, on February 2, 2011, during a Base Closure Technical Meeting, the Department of Navy (DON) revealed that additional radioactive sources have been found at Site 31, outside of the originally defined potentially impacted areas. This finding was not expected nor was site 31 previously identified as radiologically impacted. These findings point out that the existing TI Historical Radiological Assessment (HRA) does not adequately address the nature and extent of radioactive materials on site. The lack of an adequate radiological conceptual site model raises concerns that some sites included in the FOST may be radiologically impacted as well.

Recent survey finding by CDPH on April 5-7, 2011 of TI found 4 radiological sources outside of controlled areas (site 12), that protect a known radiological impacted site. These were areas that should have previously surveyed and cleared by DON TI Contractors. Inadequate identification of radiologically impacted or contaminated areas calls into question all remediation activities that involve removal, sorting, transport and disposal of soil and debris. Such activities may have resulted in the spread of radionuclide contamination to the proposed FOST areas. The DON needs to address these concerns.

Consequently, with the above considerations and limitations in mind, CDPH recommends that the DON fully characterize TI to determine the nature and extent of radionuclide contamination. In accordance with DON commitments in the HRA, the DON needs to conduct additional surveys, screening, and sampling at TI. Attachment 2 is EMB's review of the complex issues and steps that are necessary in order to move forward on the proposed FOST and related radiological issues.

Open communications among all agencies and other stakeholders are critical to the success of the military cleanup program. CDPH is committed to achieve the common goal of transfer of TI properties for future safe uses. However, if the property specified in the FOST is transferred to recipient(s) under state jurisdiction without EMB concurrence on unrestricted release, then the recipient(s) must apply to the Radiologic Health Branch (RHB) of CDPH for a radioactive materials license. The Application process will require supporting documentation that is not currently available from the DON. Therefore, it is likely that the recipient of the property, without EMB concurrence on unrestricted release, would need to perform much or all of the additional characterization work recommended above. In addition, the recent March 24, 2011 decision by the Nuclear Regulatory Commission (NRC) to regulate radium-226 under military control may require the NRC to review and approve any transfer of the FOST. These issues should be made very clear to the potential property recipients before they accept the property. I recommend that we meet with your staff to discuss our recommendations on a path forward on the TI FOST. If you have any questions or comments on this memorandum, please contact me at (916) 449-5583.

Attachments: 1) EMB memo to DTSC dated October 29, 2010
2) EMB review of the TI FOST and radiological issues

cc: Miren Klein
Leah Walker
Glenn Takeoka



California Department of Public Health
MEMORANDUM

DATE: October 29, 2010

TO: Remedios Suga
Remedial Project Manager
Department of Toxic Substances Control (DTSC)
700 Heinz Avenue
Berkeley, California 94710

FROM: Larry Morgan, Senior Health Physicist
Emergency, Restoration and Waste Management Section
Environmental Management Branch (EMB)
California Department of Public Health (CDPH)
P.O. Box 997413
1616 Capitol Avenue, MS 7405
Sacramento, California 95899-7413
(916) 449-5921

SUBJECT: Response to Draft Finding of Suitability to Transfer for Parcels
1-9, Submerged Parcel (Excluding Site 27), the Battery Site, Torpedo
Building Site 28 and East Site Freeway On-Off Ramps Dated September
28, 2010 at Former Treasure Island Naval Shipyard

It is our understanding at Environmental Management Branch (EMB) of the California Department of Public Health (CDPH) that the ongoing remediation of Ra-226 contaminated soil and discrete radioactive sources, aside from Building 233, began as a non time critical removal action (NTCRA) for chemical contaminants. The work plan and other documents for that removal action defined the area where chemical contaminated soil would be removed and also indicated that soil would be screened for radionuclides to ensure that they were not present. Because of that screening work, EMB was asked to review the related documents.

As the NTCRA for chemical removal progressed, discrete radioactive sources, broken or damaged radioactive sources, and radionuclide contaminated soil was found. The primary radionuclide found was Ra-226. The NTCRA for chemicals started in 2007 or 2008 and apparently continues as the removal action basis for continued radionuclide remediation work that is ongoing. It is our understanding that the Navy and their contractors have found radionuclide sources and soil contamination outside of the original defined area for the NTCRA for chemicals. In addition, it is our understanding that the conceptual model for these radionuclides found outside the original area defined in the NTCRA is not well understood and it has not been published or made available to the public. In addition, the finding of relatively high level radioactive sources, such as the one that is now shielded by steel plates due to its radioactivity level, raise additional unanswered questions about the conceptual model for this site.

While the original NTCRA for chemicals may be providing a vehicle to continue radionuclide remediation, the lack of a published conceptual model for radionuclides found to date presents additional concerns for EMB. The findings of radioactive sources outside the originally defined area and the lack of typical CERCLA-type documents with associated reviews of documentation such as remedial investigation and characterization documents create concerns whether areas potentially impacted by radionuclides have been properly identified, and subsequent remediation activities such as removal, sorting, and transport of soil may result in the spread of radiologic contamination to other areas of Treasure Island.

Consequently, with the above considerations and limitations in mind, CDPH recommends that DTSC proceed very carefully with respect to this or any other FOST or transfer of property currently classified as non-impacted with radionuclides. At this time CDPH cannot concur on or recommend the existing FOST to DTSC.

Attachment 2:
CDPH Environmental Management Branch (EMB) review of Treasure Island
Finding of Suitability to Transfer (FOST) and Radiological Issues

One of the following approaches is usually selected when there are questions regarding a FOST and concerns whether or not some sites in the FOST are properly classified or designated as suitable for transfer:

1. Sites listed in the FOST that should be classified as potentially impacted with radionuclides are identified and removed from the FOST. Then the FOST proceeds with the remaining parcels of land.
2. If individual sites or large areas of the proposed FOST are identified as potentially impacted with radionuclides, then the FOST is delayed until critical sites identified as potentially impacted with radionuclides are found suitable for unrestricted release through additional historical research, characterization studies and/or remediation.

In general these two approaches or a combination of both approaches are possible at Treasure Island, but the complexity of the issues identified to date indicate difficulties are likely to occur during implementation.

Background and Current Issues:

- Soil is currently being relocated within Treasure Island or transported offsite for disposal based on the outdated historical site assessment which assumes most areas of Treasure Island are not impacted by radioactive materials. Clearly this conceptual model is outdated and may be leading to improper classification and shipment of soil, since most soil being moved or disposed is not being characterized for radionuclides.
- With Base Realignment and Closure (BRAC) approval and without informing EMB or Radiologic Affairs Support Office (RASO), some sites appear to have been improperly classified and remediated under the assumption that they were not impacted by radioactive materials. An example is the former USS Pandemonium Training site.
- EMB believes that an appropriate conceptual site model assumes that soil with chemical contaminants of concern and/or containing debris also contains radionuclides until proven otherwise. The outdated assumptions currently used at Treasure Island have been contradicted, since radioactive materials have been found in areas previously assumed to not be impacted.

- Violations noted below during the January 12, 2011 inspection of the Department of Navy (DON) contractor by the CDPH Radiologic Health Branch has potential impacts on the current FOST.
 - Failure to prepare documents for transporting radioactive material prior to transporting over public roads
 - Failure to provide shippers certification of radioactive materials transported over public roads
 - Failure to properly characterize radioactive materials in storage containers to meet 10 CFR Part 20 requirement
 - Failure to allow CDPH personnel access to records and radiologically impacted areas
- Problems EMB has had in obtaining adequate documentation of work allegedly done at Treasure Island lead EMB to recommend that review of sites included in the proposed FOST be performed and documented by RASO.
- The Navy has confirmed the finding of radionuclides at Site 31 and preliminary indications are that that it is in the form of soil contamination and may include Cs-137. NRC/AEC radioactive materials licenses previously issued for uses at Treasure Island included very large quantities of Cs-137 and the specific locations of use have not been identified.
- A reference or background data set of gross gamma measurements was used for comparison and for establishing actions levels for actions such as moving a Site 12 fence. The reference data set included data points that were clearly elevated and the data set included multiple distribution components that should have been identified by distribution analysis. This reference data set was being used but clearly had not been adequately analyzed resulting in incorrect conclusions and action levels.

Recommended steps to move forward:

- 1) Identification of potential soil storage areas.
- 2) Identification of roadway and paths over which soil has been transported.
- 3) Surface scans of all FOST areas and representative soil sampling.
- 4) An independent review and report of all soils movement needs to be conducted since remediation work began at Treasure Island. The report would also provide options for investigation and resolution of areas where soil was not characterized or inadequately characterized for radionuclides and address potential cross contamination at proposed FOST sites.

- 5) Update conceptual site model. It must be assumed that soils with chemical contaminants of concern or debris also contain radionuclides. Submit work plans and results from surface scans and representative soil sampling.
- 6) Submit a report that supports a recommendation for unrestricted release to be reviewed by DTSC and CDPH.
- 7) Suspend all movement and transfer of soil at Treasure Island which is classified as potentially radiologically impacted including chemical contaminants or radionuclide contaminants or debris (or any combination of chemicals, radionuclides and debris) until the report in Item 4 is complete and concurred upon by DTSC and CDPH.

Recommended approach to implement attachment 2

- A. Since it appears that radioactive materials have been found in most areas where accurate measurements and sample analysis has been performed for radionuclides, it is unclear which, if any, areas of Treasure Island are not impacted by radionuclide contaminants of concern. Because of this, areas or parcels of land previously uncharacterized for radionuclides will now need to be considered. For example, parcels of land that were previously transferred, underwater parcels and sewer or storm drain outfalls that have not been characterized for radionuclides will now need to be considered for radionuclide characterization. Also, imported soil will need to be characterized for radionuclides.
- B. Characterization and Investigation: Update the conceptual site model based on current knowledge of the site and utilize it as input while drafting a characterization and investigation plan for radionuclides at Treasure Island. The plan will utilize for input; historical information, radioactive materials licenses issued for work at Treasure Island in the past, and knowledge and records of all soil movement at Treasure Island since BRAC activities began. The resulting characterization and investigation plan will need to be reviewed by regulators and revised as needed until approved prior to the beginning of characterization and investigation measurements and sampling. The characterization and investigation plan will need to include a plan for measurements, sampling and analysis that addresses applicable scanning and representative soil sampling needed for the characterization work specified in the plan.
- C. Soils Management: Draft a Treasure Island soils management plan with respect to radionuclides that takes into account existing soil conditions, previous soil movement and controls future soil movement including import of soil so that characterization and investigation work is not compromised by additional soil movement. The soils management plan

will need to be reviewed by regulators and revised as needed until approved prior to using the plan. The soils management plan needs to cover identification of soil storage areas and roadways or pathways over which soil has been transported since BRAC began work at Treasure Island.

- D. Soil movement stand down: In order to avoid contamination of additional sites, improper disposal and change in state of Treasure Island with respect to radioactive materials contaminants of concern, all soils movement should be stood down until the characterization and investigation plan and the soils management plan have been approved. This includes excavation, back-filling and soil import at areas not considered to be impacted by radioactive materials based on the invalid 2006 HRA. In other words, this really does mean that "all soil movement" on Treasure Island should be stood down and one should not observe trucks or loaders moving soil on Treasure Island during the stand down.
- E. Work plans and reporting of data: Draft applicable work plans to perform measurements and sampling in accordance with approved characterization and investigation plans and report the characterization data in structured reports for review by regulators and revision as needed.
- F. Assessment and update of conceptual site model: Assess the characterization and investigation data to determine which areas of Treasure Island may not be impacted by radionuclides and perform additional data collection to fill existing data gaps. Update the conceptual site model based on the assessment and provide the assessment and revised conceptual site model to regulators for review. Once regulators have concurred on a revised assessment and conceptual site model, utilize them along with additional data needed to support FOSTs for areas that are not impacted by radionuclides.
- G. Implement soils management plan: Implement the approved soils management plan and resume soil movement in areas determined to not be impacted by radionuclides.
- H. Remediation planning and remediation: Draft remediation plans for areas that are impacted by radionuclides and provide the plans to regulators for review. Revise the plans as needed and perform remediation activities after regulator review and approval of revised plans.
- I. Final status surveys: Perform final status surveys in accordance with regulator approved final status survey plans for all areas that are potentially impacted with radionuclides and for areas that have been remediated after the areas are remediated. Report the final status survey

data in final status survey reports, which will be provided for regulator review and concurrence.

By following an implementation plan as described above, the DON would provide plans to DTSC and CDPH that specify details regarding sampling, analysis and scanning that would allow the FOST to move forward.



RON CHAPMAN, MD, MPH
Director

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

June 23, 2011

Shaw Environmental and Infrastructure, Inc.
Attn: Mark O. Somerville, Ph.D., CHP, REA
Director
Environment, Safety, Health & Quality
100 Technology Center Dr.
Stoughton, MA 02073

Dear Dr. Somerville:

On April 6, 2011, the California Department of Public Health (CDPH) initiated an investigation of your facilities and operations at the Treasure Island Naval facility as they relate to radiation safety and compliance with the California Code of Regulations (Title 17, CCR) and the California Health and Safety Code. There were numerous follow-up visits and record reviews in support of the investigation. Based on the results of this investigation, CDPH found numerous instances where Shaw Environmental failed to conduct and/or document radiation/contamination surveys to ensure compliance with the requirements of Title 10 Code of Federal Regulations, Part 20, Sections 20.1001-20.2402.

While some of these may be considered to be an oversight, it appears that these occurred with the awareness of staff responsible for performance under the license. It is apparent from these and previous violations, that there is a lack of radiological oversight, practical hands-on experience with environmental radiological projects and methods, basic radiation technology experience, and/or a failure to include the Radiation Safety Officer in production management decisions that effect the Radiological Protection Program at the Treasure Island project.

The Radiological Health Branch considers Violation number 1 to be so serious, that you must correct it immediately. A licensee cannot continue to operate in violation of the regulations or their license.

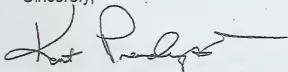
Due to the significance, severity, and number of violations discovered during this investigation and previous investigations, the Radiological Health Branch is requesting that you and your management attend an office conference with CDPH management to discuss your operations and the measures that you will take to ensure present and

Dr. Mark O. Somerville
June 23, 2011
Page 2 of 2

future compliance with California and Federal regulations. That conference will be arranged after you have had the opportunity to review and respond to these violations.

Posting and response to the enclosed "Notice of Violation" are required as described on the form. You have 20 days in which to respond from the receipt of this letter. This reply should be clearly marked as a "Reply to a Notice of Violation" and should include: (1) the reason for the violation, or if contested, the basis for disputing the violation, (2) the corrective steps that have been taken and the results achieved, (3) the corrective steps that will be taken to avoid further violations, and (4) the date when full compliance will be achieved.

Sincerely,



Kent Prendergast
Chief, Inspection, Compliance and Enforcement Section
Radiologic Health Branch, Richmond

Enclosure

Certified Mail, Return Receipt No.: 70072560000180584423

cc: RHB Sacramento

NOTICE OF VIOLATION
POSTING REQUIRED *

This inspection was an examination of your activities for the purposes of determining whether or not there is compliance with or violation of the provisions of the Radiologic Technology Act (Health & Safety Code § 27(f)), Radiation Control Law (Health and Safety Code § 114960 et seq.), and/or Nuclear Technology Statutes (Health & Safety Code section 107150 et seq.) and/or the rules and regulations promulgated thereunder (California Code Regulations, title 17, section 30100 et seq.).

EMPLOYER'S NAME Shaw Environmental & Infrastructure	INSPECTION AGENCY Department of Public Health Radiologic Health Branch 850 Marina Bay Parkway Bldg. P, 1 st Floor Richmond, CA 94804-6403 Attn: Gene Forrer
LICENSE NUMBER Reciprocity/USNRC 20-31340-01	
SITE(S) INSPECTED Treasure Island	DATE(S) OF INSPECTION April 6, 2011 thru June 6, 2011

INSPECTION FINDING(S)/VIOLATION(S):

1. The California Code of Regulations, Title 17, Section 30253(a) incorporates Title 10 Code of Federal Regulations, Part 20, Sections 20.1001-20.2402 by reference. Title 10 Code of Federal Regulations Part 20 Section 20.1501(a) states that "each licensee shall make or cause to be made, surveys that--

- (1) May be necessary for the licensee to comply with the regulations in this part; and
- (2) Are reasonable under the circumstances to evaluate--
 - (i) The magnitude and extent of radiation levels; and
 - (ii) Concentrations or quantities of radioactive material; and
 - (iii) The potential radiological hazards."

Contrary to the above, Shaw failed to calibrate and perform performance tests for survey meters used to take surveys of materials, equipment, and personnel in accordance with the Shaw Standard Operating Procedures submitted to the NRC as part of their NRC license. These SOPs include: Standard Operating Procedures: SOP T-RA-005, Field Project Radiological Controls, SOP T-RA-006, Radiological Controls Portable Instrument Procedure and SOP T-RA-006, Surface Contamination Monitoring. Specifically, these procedures require the instrument to be calibrated, that the MDA be determined, that background be determined, and the efficiency of the meter for the nuclide of interest be determined. Shaw failed to determine instrument MDAs, proper instrument backgrounds, efficiency of the instruments to detect the radionuclide(s) of interest, and failed to set a proper scanning speed for meters. In addition, without this information, it does not appear that the values used to determine contaminated versus "clean" were accurately determined.

Contrary to the above, Shaw failed to perform surveys of a discrete source of radiation in a Site 31 excavation pit to ensure compliance with 10 CFR 20.1101 which requires that all exposure to radiation sources be kept As Low As Reasonably Achievable. Shaw also failed to maintain records of the survey as required by 10 CFR 20.2103 and did not record the results of the surveys in appropriate units as required by 10 CFR 20.2101.

This is an infraction.

5. The California Code of Regulations, Title 17, Section 30253(a) incorporates Title 10 Code of Federal Regulations, Part 20, Sections 20.1001-20.2402 by reference. Title 10 Code of Federal Regulations Part 20 Section 20.1501(a) states that "each licensee shall make or cause to be made, surveys that--

- (1) May be necessary for the licensee to comply with the regulations in this part; and
- (2) Are reasonable under the circumstances to evaluate--
 - (i) The magnitude and extent of radiation levels; and
 - (ii) Concentrations or quantities of radioactive material; and
 - (iii) The potential radiological hazards."

Contrary to the above, Shaw failed to perform surveys of two areas of elevated radiation levels at the building 233 foundation/entry area to ensure compliance with 10 CFR 20.1101 which requires that all exposure to radiation sources be kept As Low As Reasonably Achievable. Shaw also failed to maintain records of the survey as required by 10 CFR 20.2103 and did not record the results of the surveys in appropriate units as required by 10 CFR 20.2101.

This is an infraction.

6. The California Code of Regulations, Title 17, Section 30253(a) incorporates Title 10 Code of Federal Regulations, Part 20, Sections 20.1001-20.2402 by reference. Title 10 Code of Federal Regulations Part 20 Section 20.1501(a) states that "each licensee shall make or cause to be made, surveys that--

- (1) May be necessary for the licensee to comply with the regulations in this part; and
- (2) Are reasonable under the circumstances to evaluate--
 - (i) The magnitude and extent of radiation levels; and
 - (ii) Concentrations or quantities of radioactive material; and
 - (iii) The potential radiological hazards."

Contrary to the above, Shaw failed to perform surveys of excavation sites (Sites 12, 30, 31, etc.), that were impacted, or potentially impacted, with radiological contamination, to ensure compliance with 10 CFR 20.1302 which limits radiation exposure to members of the general public. Shaw also failed to maintain records of the survey as required by 10 CFR 20.2103 and did not record the results of the surveys in appropriate units as required by 10 CFR 20.2101.

This is an infraction.

7. The California Code of Regulations, Title 17, Section 30253(a) incorporates Title 10 Code of Federal Regulations, Part 20, Sections 20.1001-20.2402 by reference. Title 10 Code of Federal Regulations Part 20 Section 20.1501(a) states that "each licensee shall make or cause to be made, surveys that--

2. The California Code of Regulations, Title 17, Section 30253(a) incorporates Title 10 Code of Federal Regulations, Part 20, Sections 20.1001-20.2402 by reference. Title 10 Code of Federal Regulations Part 20 Section 20.2101(a) states that "each licensee shall use the units: curie, rad, rem, including multiples and subdivisions, and shall clearly indicate the units of all quantities on records required by this part."

Contrary to the above, Shaw failed to maintain documentation of radiation and/or contamination surveys performed at Treasure Island in units of curie, rad, or rem.

3. The California Code of Regulations, Title 17, Section 30253(a) incorporates Title 10 Code of Federal Regulations, Part 20, Sections 20.1001-20.2402 by reference. Title 10 Code of Federal Regulations Part 20 Section 20.1501(a) states that "each licensee shall make or cause to be made, surveys that—

(1) May be necessary for the licensee to comply with the regulations in this part; and

(2) Are reasonable under the circumstances to evaluate—

- (i) The magnitude and extent of radiation levels; and
- (ii) Concentrations or quantities of radioactive material; and
- (iii) The potential radiological hazards."

The "Treasure Island Naval Station Historical Radiological Assessment" (HRA), dated February 2006, states that "The Navy understands that if future screening of the solid waste disposal areas in IR Site 12 detects non-naturally occurring radioactivity greater than background levels, additional surveys, screening, or sampling will be evaluated not only in the IR Site 12 but in other known debris disposal areas such as Sites 30, 31, and 33."

Site 12 was found to be impacted with radioactive contamination and discrete radiological "commodities."

Contrary to the above, Shaw failed to perform surveys of materials excavated from, and subsequently disposed of, from Sites 31 and 30. These surveys were required to ensure compliance with the requirements of the HRA and 10 CFR 20.2001 which restricts the disposal of radioactive materials to an authorized disposal facility. Shaw also failed to maintain records of the survey as required by 10 CFR 20.2103 and did not record the results of the surveys in appropriate units as required by 10 CFR 20.2101.

This is an infraction.

4. The California Code of Regulations, Title 17, Section 30253(a) incorporates Title 10 Code of Federal Regulations, Part 20, Sections 20.1001-20.2402 by reference. Title 10 Code of Federal Regulations Part 20 Section 20.1501(a) states that "each licensee shall make or cause to be made, surveys that—

(1) May be necessary for the licensee to comply with the regulations in this part; and

(2) Are reasonable under the circumstances to evaluate—

- (i) The magnitude and extent of radiation levels; and
- (ii) Concentrations or quantities of radioactive material; and
- (iii) The potential radiological hazards."

- (1) May be necessary for the licensee to comply with the regulations in this part; and
- (2) Are reasonable under the circumstances to evaluate—
- (i) The magnitude and extent of radiation levels; and
 - (ii) Concentrations or quantities of radioactive material; and
 - (iii) The potential radiological hazards."

Contrary to the above, Shaw failed to perform surveys of the area adjacent to building 1325 to ensure compliance with 10 CFR 20.1302 which limits radiation exposure to members of the general public. Shaw subsequently decreased the area surrounded by the Radiologically Controlled Area fence to allow unrestricted access to portions of this area. In April 2011, RHB personnel identified radioactive materials buried (approximately 1-2 feet deep) (in the uncontrolled area) outside of the current Radiologically Controlled Area. Shaw also failed to maintain records of the survey as required by 10 CFR 20.2103 and did not record the results of the surveys in appropriate units as required by 10 CFR 20.2101.

HOW TO RESPOND

If this notice references a violation(s) that was corrected during the inspection, no response is required for that item. For all other violation(s), it will be necessary for you to respond within 30 days from receipt of this notice. This reply should be clearly marked as a "Reply to a Notice of Violation" and should include: (1) the reason for the violation, or if contested, the basis for disputing the violation, (2) the corrective steps that have been taken and the results achieved, (3) the corrective actions that will be taken to avoid further violations, and (4) the date when full compliance will be achieved. Send your response to the Inspection Agency listed above.

Date:

For the California Department of Public Health


by: Gene Forrer, Health Physicist


Approved by: Kent Prendergast, Chief
Inspection, Compliance and Enforcement Section
Richmond Regional Office

Copies of this notice must be conspicuously posted within two working days after receipt. The employer's response shall be posted within two working days after dispatch by the employer. These documents shall remain posted for a minimum of five working days or until action correcting the violation(s) has been completed, whichever is later. Posting shall appear in a sufficient number of places to permit individuals to observe them on the way to or from any particular work location to which this notice is applicable. (California Code Regulations, title 17, section 30255(b) (4), (5))



December 15, 2011

Tony Gantner
235 Chestnut Street
San Francisco, CA 94133

Dear Mr. Gantner,

Thank you for your letter, dated November 9, 2011, regarding concerns about radiological issues on Treasure Island. The City and the Treasure Island Development Authority ("TIDA") are aware that radiological contamination has been identified by the Navy as one of the contaminants of concern on Treasure Island. We are reviewing these issues with the California Department of Public Health and the California Department of Toxic Substances Control, the lead regulatory agencies overseeing the Navy's remediation activities on Treasure Island.

By law, the Navy retains responsibility for all radiological contamination and is responsible for its remediation. The Navy's cleanup of radiological contamination will occur prior to regulatory site closure, which will be obtained prior to transfer of the subject property from the Navy to TIDA. It is important to note that the Navy's environmental remediation program, including all radiological cleanup, is separate from and not a part of the Treasure Island Development Project that will be implemented once property is transferred from the Navy pursuant to the Disposition and Development Agreement between TIDA and Treasure Island Community Development, LLC. If any radiological materials are subsequently discovered during the Treasure Island Development Project's construction activities, the Navy would be responsible and required to perform any necessary remedial activities as required by the applicable regulatory agencies.

We appreciate you bringing these concerns to our attention and can assure you that we will continue to work cooperatively with both the Navy and the regulatory agencies overseeing their remediation activities to address the radiological contamination on Treasure Island.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Tymoff", with a long horizontal line extending to the right.

Michael Tymoff
Treasure Island Development Project Director

cc: Edwin Lee, Mayor
Dennis Herrera, City Attorney

December 21, 2011

Michael Tymoff
Treasure Island Development Director
Office of the Mayor
City and County of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 448
San Francisco, CA 94102

Re: Treasure Island Radiologic Contamination

Dear Mr. Tymoff:

Response is made to your letter attached hereto.

You well know, or most certainly should be aware, the TI 2006 Historical Radiologic Assessment (HRA), which forms the basis of the EIR section on the radiologic impacts, is "heavily flawed", "erroneous" and "invalid" as a reference tool and indicator of radiological presence on TI. Have you informed the residents of Treasure Island of these conclusions by the State of California? Have the residents of Treasure Island been informed that remediation efforts by Shaw Environmental, Inc. may have in fact spread radiologic contamination to other parts of Treasure Island, exposing in the process, children who reside on the island? Does not the City of San Francisco have a legal obligation to fully divulge same, and failing that, making you at minimum, presumptively complicit?

What is the City of San Francisco doing to properly and fully disclose to the residents of Treasure Island:

1. Information on soil movement since BRAC/Shaw has been working on TI that may have moved radioactive contamination or contaminated materials to areas previously classified as non-impacted by radionuclides;
2. Failure of the Department of the Navy to properly characterize Treasure Island for radiologic contamination, including the EIR, and most recently the possible wind-borne radioactive exposure of children next to Site 31, a Class 1 Site, (the Site effectively elided in the EIR) by Shaw Environmental, Inc. remediation activities;
3. Recent remediation activities/practices at:
 - a. Radiologically impacted sites;
 - b. Non-radiologically impacted sites (based on the flawed HRA);
4. List of sites currently believed to be radiologically impacted based on current knowledge as well as based on an updated and revised HRA, including sites outside of controlled areas that should have been surveyed and cleared by the Department of the Navy contractors;
5. List of sites believed to be not radiologically impacted based on updated HRA and existing data.
6. Failure of Shaw Environmental, Inc., to share critical trenching data (580 trenches) throughout 80% of Site 12 (which Site comprises more than 20% of TI—93 acres), including multiple readings above mean plus three standard

deviations which would indicate the presence of radioactive potential in the trenches, also radioactive contamination discovered beyond fenced-in and restricted access areas on Site 12, and radiological contamination in groundwater throughout Site 12;

7. Shaw Environmental, Inc. Notice of Violation (NOV);
8. Failure to deal with possible long-lived radiologic contamination with reference to the USS Pandemonium, including improper transport and disposal of radiologically contaminated soils;
9. Very large quantities of NRC/AEC radioactive materials licensed Cs-137 for which specific locations of use have not been identified;
10. Soil movement of possible radioactive materials to facilities off TI, which material had been previously characterized as coming from non-radiologically impacted sites and for which the Navy is experiencing unforeseen and uncontrollable circumstances with disposal of such waste;
11. Parcels of land previously transferred to the City of San Francisco, underwater parcels and sewer or storm drain outfalls that have not been characterized for radionuclides and which need to be considered for radionuclide characterization;
12. Failure by the Department of the Navy to initiate a timely soil movement stand down in order to have avoided possible contamination of additional sites, improper disposal and change in state of TI with respect to radioactive materials of concern;
13. Creating an updated conceptual model and revised HRA to be used with respect to further investigation and characterization aimed at covering, *inter alia*, the above issues, and prior to any FOST and before any redevelopment activities commence. (You no doubt understand that the likely recipient of any TI sites, without EMB concurrence on unrestricted release, would need to perform much or all of the characterization work referred to above.)

Sincerely,



Tony Gantner
235 Chestnut St.
San Francisco, CA 94133
afgantner@aol.com
415 596-3626



January 31, 2012

Tony Gantner
235 Chestnut Street
San Francisco, CA 94133

Re: Treasure Island Radiological Contamination

Dear Mr. Gantner,

Thank you for your letter, dated December 21, 2011, regarding concerns about radiological issues on Treasure Island. Please note that all of former Naval Station Treasure Island (Treasure Island) remains under federal ownership, other than areas that have been transferred to Caltrans in connection with the Bay Bridge eastern span project. The Navy is legally required to complete all of its environmental remediation obligations, including radiological cleanup, prior to transferring any property to the Treasure Island Development Authority (TIDA). The Navy's environmental remediation program is separate from TIDA's Treasure Island Development Project.

The Navy provides residents of Treasure Island and the general public with information on its environmental remediation program through a variety of means as part of its ongoing Community Relations Program. Since 1994, the Navy has held 157 Restoration Advisory Board (RAB) meetings on Treasure Island that are open to the public. Six meetings were held in 2011 and at least four meetings are planned for 2012. Copies of final RAB meeting minutes and handouts are on the Navy's BRAC PMO website (www.bracpmo.navy.mil/). Copies of agendas and meeting materials are mailed out to anyone requesting to be on the RAB mailing list. Navy staff and contractors attend each RAB meeting to provide an update on all of its environmental activities, including radiological cleanup, and to answer questions from residents and members of the public.

The Navy also distributes an environmental program newsletter to all Treasure Island residents at least once a year. In addition, the Navy posts an annual update to its Site Management Plan (SMP) on the Navy's website. The most current update was released in December 2011. The SMP provides a comprehensive status and schedule for each of the remediation sites in the Navy's environmental program. A general Navy Environmental Program Fact Sheet, a synopsis of the SMP, is also updated regularly and includes a map and list of all remediation sites, a list of contaminants for each site, and the status of the Navy's remediation activities. The general Fact Sheet is also posted to the Navy website.

The Good Neighbors of Treasure Island and Yerba Buena Island, an on-island community association, publishes a bi-monthly newsletter which includes an article prepared by the Navy updating residents on the Navy's environmental cleanup program. These updates include the Navy's contact information where residents can obtain more information and a notice of the next RAB

meeting. The Navy also periodically attends the Good Neighbors meetings and the TIDA Board of Directors meetings to provide environmental program updates and answer questions from the residents, TIDA Board members and the general public.

The residential leases that residents sign with the John Stewart Company or other Treasure Island housing providers prior to occupying a unit on Treasure Island include a property disclosure regarding the Navy's environmental program to investigate and remediate hazardous substances on Treasure Island, and the California Department of Toxic Substances Control's (DTSC) status as the lead regulatory agency overseeing the Navy's environmental clean-up program. The disclosure also notifies residents that the Navy is investigating portions of the current and future residential areas on Treasure Island that may require remedial actions to address concerns regarding human health or the environment, and provides information regarding the RAB meetings and where additional information can be obtained regarding the Navy's environmental program.

As noted above, the Navy provides up to date information directly to the public through its Community Relations Program. DTSC, as the lead regulatory agency overseeing the Navy's environmental program, posts various documents related to the Navy's cleanup activities on their website including draft documents for public review, final documents, fact sheets, updates and information, and a list of completed activities (www.envirostor.dtsc.ca.gov). While the City and TIDA do not make representations on behalf of the Navy or the regulatory agencies overseeing the Navy's environmental cleanup activities, TIDA cooperates with the Navy and regulatory agencies in the dissemination of such information.

The City and TIDA direct all inquiries related to the Navy's environmental cleanup program, including those from residents, to the Navy. Please contact Jim Sullivan, the Navy's BRAC Environmental Coordinator on Treasure Island, or David Clark, the Navy's Lead Remedial Project Manager, for additional information. Their contact information is:

Mr. James B. Sullivan
Navy BRAC Environmental Coordinator
Department of the Navy
Base Realignment and Closure
Program Management Office West
1455 Frazee Road, Suite 900
San Diego, CA 92108-4310
(619) 532-0966
james.b.sullivan2@navy.mil

Mr. David Clark
Navy Lead Remedial Project Manager
Department of the Navy
Base Realignment and Closure
Program Management Office West
1455 Frazee Road, Suite 900
San Diego, CA 92108-4310
(619) 532-0973
david.j.clark2@navy.mil

Sincerely,



Michael Tymoff
Director, Treasure Island Development Project

cc: Edwin Lee, Mayor
Dennis Herrera, City Attorney



To: Treasure Island Development Authority Board of Directors
From: Mirian Saez, Director of Island Operations
Date: February 3, 2012
Re: Treasure Island Community Wi-Fi Network Strengthening

In 2009 the Treasure Island Development Authority (TIDA), the City's Department of Technology (DT) and Treasure Island Homeless Development Initiative (TIHDI) partnered together to introduce a City-supported Wi-Fi network serving the Treasure Island housing area. The equipment was donated to TIHDI through a grant from Cisco Systems, with installation and management of the system hardware supervised by DT.

The current Treasure Island network consists of 20 radios installed in the housing area. All on-island Wi-Fi infrastructure is mounted on light posts in strategic locations throughout the Treasure Island housing area. Over the past several years, the network has been actively utilized by Treasure Island residents. However, it has also been determined that the network needs to be strengthened to improve resident's accessibility throughout the housing area. Currently there are areas where residents have reported trouble getting online via the wireless network.

On January 26th Project Office staff met with DT's City Wi-Fi Initiatives staff to plan necessary improvements to the network. DT will install additional wireless radios within the Treasure Island housing area; strengthening the existing network and expanding the coverage area. Purchase and installation of the equipment is funded by DT, and installation is expected to be complete by the end of the current Fiscal Year.

Project Office staff will work with DT and Island stakeholders on the installation process and on educating residents about the network. Project Staff will provide future update to the Board of Directors regarding the network strengthening project and subsequent network maintenance.



Dear VALUED Walden House Vendor/Customer:

RR MS FILE
DEC - 9 2011

Effective July 1, 2011, WALDEN HOUSE, INC. and HAIGHT ASHBURY FREE CLINICS INC. merged. The MERGED company name is HAIGHT ASHBURY FREE CLINICS INC. dba Haight Ashbury Free Clinics - Walden House. Its federal tax identification number is 94-6129071. Please change your accounting/tax records accordingly.

Main phone number: 415 226-1775 Main fax number: 415 970-7562

Walden House administrative offices at 1550 Evans Avenue, San Francisco has relocated to 1735 Mission Street, Suite 2001, San Francisco, CA 94103. Email addresses have changed to xxxxx@hafc-wh.org.

If your company has inquiries regarding the following topics, please call or email the respective contacts:

Public Relations:	Michelle Hudson	415 290-8269	mhudson@hafc-wh.org
Receivables OWED TO Walden House:	Paul Kroeger	415 762-3700	pkroeger@hafc-wh.org
Budgeting:	Paul Kroeger	415 762-3700	pkroeger@hafc-wh.org
Payables owed by Walden House:	Lovepreet Kaur	415 762-3718	wh.payables@hafc-wh.org
	Jackie Lee	415 762-3713	
General/Corporate Accounting:	Jackie Lee	415 762-3713	jlee@hafc-wh.org
Fund Contracts:	Denise Williams	415 762-3712	dwilliams@hafc-wh.org
Facilities Related matters:	Dan Montgomery	415 967-7044	dmontgomery@hafc-wh.org
Telecommunications matters:	Network Svc Team	415 762-3716	networks@hafc-wh.org
Vendor relationships/Equip Leases:	John Mendoza	415 967-7043	procurement@hafc-wh.org

Haight Ashbury Free Clinics Inc. is a leading provider of quality healthcare services to San Francisco's uninsured and vulnerable residents since 1967. With its two Federally Qualified Health Center (FQHC) clinic sites, located in the Mission and the Haight Ashbury districts of San Francisco, Haight Ashbury Free Clinics (HAFCI) was one of the first community clinics of its kind to offer integrated medical, mental health, substance abuse treatment and case management under one roof.

Walden House Inc, founded in 1969, is a leading provider of comprehensive substance abuse and mental health services to uninsured Californians in San Francisco, Los Angeles, and in state prisons in central California, serving individuals with histories of homelessness, incarceration and mental illness.

Primarily a San Francisco organization, HAFCI had been experiencing steadily declining revenues since the recession in 2008. Responding to the economic downturn, HAFCI leadership sought greater stability through growth via affiliation and/or merger.

Walden House, a statewide behavioral healthcare organization with diverse funding, sought to develop primary care services to better serve clients' healthcare needs, and to be prepared to meet the changing policy environment of the Patient Protection and Affordable Care Act. Walden House welcomed the opportunity to expand into primary care services and achieve FQHC status through the merger with HAFCI.

Through consolidation, the combined entity offers more comprehensive services that will benefit the community and achieve a scale that will make the merged organization more competitive in a demanding contracting environment and in the context of unfolding health care reform!



Navy Cleanup Program Document Available for Treasure Island

Valmassy, Tommie Jean o james.b.sullivan2@navy.mil

01/06/2012 12:57 PM

Cleanup Program Document Available for Former Naval Station Treasure Island

The Navy has posted the updated Site Management Plan document on its environmental cleanup website. It can be found at:

http://www.bracpmo.navy.mil/base_docs/treasure_island/documents/enviro_docs/Final_TI_SMP_2011_122_811.pdf

The document is about 6MB in size, so you may find it more convenient to download the pdf to your computer, then open it.

What is the Site Management Plan?

It is a document, updated annually, that provides a great overview of the current status and the path forward for the environmental cleanup at former Naval Station Treasure Island. It includes a list of all sites, historic uses, and their current status; maps and photographs; and a timeline and steps to closure for each open site.

Other Helpful Information on the Website

In November, the Navy also published an update to its General Environmental Fact Sheet. This 11-page fact sheet provides a general history of former Naval Station Treasure Island, an overview of the cleanup program and Superfund steps, a map of the installation, the status of cleanup sites, and contact information for the Navy and regulatory agency cleanup team members. It can also be found on the website at:

http://www.bracpmo.navy.mil/base_docs/treasure_island/documents/fact_sheets/FinalGeneralFactSheetVol5_No_v2011.pdf

Contact for More Information:

For more information about these documents, or if you have any questions about the Navy's environmental cleanup at former Naval Station Treasure Island, contact the following: James B. Sullivan, james.b.sullivan2@navy.mil, (619) 532-0966.

Tommie Jean Valmassy | Communications Manager

Direct: 510.302.6232 | Main: 510.302.6300 | Fax: 510.433.0830

tommiejean.valmassy@tetratech.com

Tetra Tech EM Inc

1999 Harrison Street, Suite 500 | Oakland, CA 94612 | www.tetratech.com

PLEASE NOTE: This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system.



January 26, 2012

Dear Department Heads:

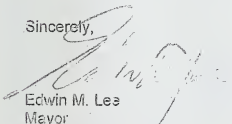
I want to invite you to join me in participating in the 3rd annual Youth Advocacy Day held at City Hall on Thursday, March 15th. Youth Advocacy Day brings together over 150 students from throughout San Francisco's public schools to meet with City officials including myself, the Board of Supervisors, and City Departments.

Last year, I met with youth on Youth Advocacy Day to hear their thoughts, concerns, and questions about issues they care about as young people in San Francisco. Staff from several City departments also participated including the Municipal Transportation Agency, Department of Public Health, Department of the Environment, Police Department, Juvenile Probation Department, Recreation and Parks Department, San Francisco Public Library, and the Department of Children, Youth, and Their Families.

This year, I encourage all Departments to participate in this important event, which is co-sponsored by the DCYF's Youth Empowerment Fund, SF YouthWorks, the San Francisco Youth Commission, and the SFUSD Student Advisory Council. I hope you or a designated staff will set aside time to meet with these incredible young people as they are an important part of our City.

Please RSVP by Friday, February 3rd to DCYF Director Maria Su, at maris@dcyf.org, to participate in this historic day of youth civic engagement. Her staff will follow up to schedule a time for you to meet with several small groups of youth between 1:30 p.m. - 3:30 p.m. on March 15th. For more information about previous Youth Advocacy Days, go to <http://yfsf.org/youthadvocacyday.html>.

Sincerely,


Edwin M. Lee
Mayor



Notification of Soil Remediation Activities

January 27, 2012

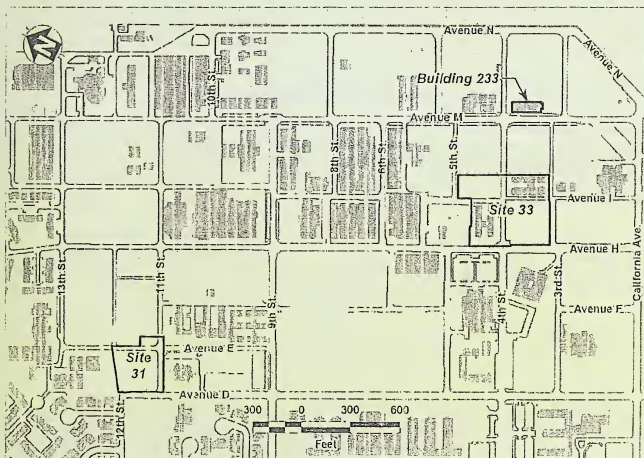


On Monday, January 30, 2012, the Navy's contractor, Shaw Environmental, Inc., will begin soil removal activities (excavation, radiological surveys, and backfilling) at three sites on Treasure Island. This notice gives information about the work planned, possible disruptions, and who you can contact for more information.

The three work areas are (1) Former Building 233, located at the intersection of 4th Street and Avenue M; (2) Site 31, located at 11th Street between Avenues D and E; and (3) Site 33, located at Avenue H and 3rd Street. See map below. The work areas will be fenced off to protect residents from construction hazards and we will do our best to reduce impacts to the area and residents. Dust will be strictly controlled and monitored. Large trucks will be moving in and out of the area, and there could be noise and traffic impacts.

Road Closures:

- Around Site 31, the road closures that are already in place will remain in effect for the duration of the project. (11th Street from Avenue D to Avenue I)
- Around Site 33, 4th Street will be closed between Avenue H and Avenue M, and Avenue I will be closed from 4th Street to 5th Street for the duration of the project.
- For Former Building 233, no road closures are necessary but there may be truck traffic in the area.



Schedule

- Field Mobilization will begin the week of January 30, 2012.
- Soil removal work (soil excavation, radiological surveys and backfill) will be done during the day. Anticipated work hours are from 7:00 a.m. to 5:00 p.m., Monday through Thursday. If needed, work may also be done on Fridays.
- Soil removal and backfill work will continue through May 2012.

Project Background

The Navy is excavating soil at Site 31 to remove soil contaminated with lead, dioxins and benzo(a)pyrene, and at Site 33 to remove soil contaminated with lead and arsenic. At Site 31, an area of soil where radium 226 has been identified above natural background radiation levels of radium will be removed, and the excavations radiologically surveyed at both Sites 31 and 33. The Navy will take soil samples from the excavation areas to ensure contaminants of concern are removed. All excavated areas will be backfilled with clean soil from off-island sources. At former Building 233, the Navy has demolished the building, and will now be radiologically surveying and removing the former building foundation, which will then be hauled off-site to an appropriate landfill.

For More Information

- Contact the following Navy representative with project-related questions or concerns:
James B. Sullivan
Navy BRAC PMO
1455 Frazee Road, Ste 900
San Diego, CA 92108
(619) 532-0966
james.b.sullivan2@navy.mil
- Attend the Navy's Restoration Advisory Board (RAB) Meetings. Updates on basewide environmental investigations and activities are presented at the meetings. The next RAB meeting is scheduled for 7:00 p.m. on Tuesday, February 21, 2012 at the Casa de la Vista on Avenue of the Palms.
- Visit the Navy's web site, which contains historical and current information, including information on becoming a RAB member. It can be viewed at: www.bracpmo.navy.mil
- Several reports have been prepared to document the investigation and cleanup decision making about these projects, all reviewed by the regulatory agencies and made available for public review. See the information repositories, listed below, for access to the documents.

Information Repositories

Navy BRAC Caretaker Support Office
1 Avenue of the Palms, Room 161
Treasure Island, San Francisco, CA 94130

AND

San Francisco Public Library
Government Publications Section
100 Larkin Street, San Francisco, CA 94102
(415) 557-4400



Treasure Island News is a community newsletter produced by Good Neighbors of Treasure Island & Yerba Buena Island with input & assistance from Island residents, agencies and businesses

Visit us at TreasureIslandSF.org

INSIDE THIS ISSUE:

Free Tax Help	3
Yoga	3
Free Health Assessment	4
Bridge News	6
Job Corps update	6
City CarShare Survey	7
Crime	7
Good Neighbors News	8
Power Outages	10

SAN FRANCISCO REDISTRICTING TASK FORCE ANNOUNCES SECOND ROUND OF COMMUNITY OUTREACH MEETINGS

San Francisco, CA – December 19, 2011 – The San Francisco Redistricting Task Force will be holding meetings in each of the Supervisorial districts to maximize public participation in the redistricting process.

The total population in San Francisco reported in the 2010 Census is 805,235. The Census data indicates that San Francisco's population added 28,502 residents, a 3.7% increase, from the 2000 Census count of 776,733 people. The reported increase in population, however, was not uniform among the 11 supervisorial districts.

The nine-member body of the San Francisco Redistricting Task Force will determine how the supervisorial district lines should be redrawn so that the districts comply with the legal requirements established in federal, state and local law. The Mayor, the Board of Supervisors, and the Elections Commission each appointed three members.

The Task Force urges the people of San Francisco to attend the meetings, provide input and submit proposed district maps in compliance with established criteria no later than March 29, 2012. The Redistricting Task Force must present a final plan outlining the new supervisorial district lines to the Board of Supervisors no later than April 15, 2012.

Continued on page 4

TREASURE ISLAND NEWS

DEADLINES & CONDITIONS

- All submissions of articles, announcements, and calendar items must be submitted by the 15th of the month prior to publication for consideration. Email

Good_Neighbors@comcast.net

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, JPEG or PDF.
- We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.

THE BAY LIGHTS PROJECT

Internationally renowned artist Leo Villareal has been attending Burning Man continuously since 1994 ... in fact, he got his start creating LED and illuminated sculptures for the playa, and is a founder of Disorient. He's gone on to have his light sculpture and installations presented at museums around the world, including the permanent collections of the Museum of Modern Art, New York, and the Albright Knox Art Gallery in Buffalo. Today, Leo sits on the Burning Man Project Board of Directors and The Black Rock Arts Foundation Advisory Board.

We're excited to tell you about Leo's next (and most ambitious) project.

The Bay Bridge, which links San Francisco and Oakland, celebrates its 75th Diamond Anniversary in 2012. To commemorate this auspicious occasion, Leo will create an installation that will turn the bridge into a light sculpture of epic proportions: The Bay Lights Project.

The plan is for Leo and his team to secure arrays of 25,000 energy-efficient white LED lights to the vertical cables of the west span of the bridge, and create elaborate computer-controlled light animations to delight visitors and locals alike.

This amazing sculpture will be in place for two years, including during the America's Cup yacht races, which are slated to draw an unprecedentedly large international audience to the Bay Area, and we fully support such a grand opportunity to show off San Francisco as a world-class city for the arts. To learn more and see a video simulation of the project in action, visit www.thebaylights.org. To support the project, please visit www.causes.com/thebaylights.

January 2012

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
HAPPY NEW YEAR						
8	9	10	11	12	13	14
15	16	17	18	19	20	21
			SFPD Community Meeting			District 6 Redistricting Meeting-p 1
22	23	24	25	26	27	28
29	30	31				

The (TIDA) Board of Directors meets on the second Wednesday of every month at 1:30 PM at San Francisco City Hall, Room 400. **Canceled in January** For more information, visit www.SFTreasureIsland.org

Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) Meetings are on hold until a new schedule is determined. For more info, see SFTreasureIsland.org

The Community meeting is the third Wednesday of every other month (every even numbered month), 6:30 PM at Shipshape .

The Navy RAB meeting is the third Tuesday of every other month (every even numbered month), 7 PM at the Casa de la Vista.

Southern (SFPD) Station's community meeting is held on the third Wednesday of each month. Locations vary each month. For information about the meeting locations, or to subscribe to my newsletter, please send an e-mail sfjdsouthernstation@sfgov.org All are encouraged attend!

It's tax time...and we can help, for free!

Dear Treasure Island Families,

We hope you had a safe and happy holiday season.

You are probably seeing commercials or advertisements for tax preparation services that will cost you a lot of money.

This year, at the Ship Shape Community Building, TIHDI (Treasure Island Homeless Development Initiative), will be hosting **another FREE Volunteer Income Tax Assistance (VITA)** site and we will be trained, certified and able to prepare your basic tax returns for 2011 for free. **That's right! For free!**

We are able to provide this service as part of the Earn It! Keep It! Save It! coalition, which is coordinated by the IRS and United Way of the Bay Area. In fact, there are over 200 tax sites throughout the Bay Area!

We will be open:

February 1st, 2012

Mondays 12pm to 5pm

Wednesdays, Thursdays 1pm-7pm

Saturdays 10a-12pm & 1p-5p

You may walk in or make an appointment by calling, 415-986-4810 or 415-274-0311

Address:

850 Avenue I

Treasure Island, San Francisco, CA 94130

We hope to see you soon! Please visit www.earnitkeepitsaveit.org or call 211 for more information about other free tax help in the Bay Area. **Happy New Year and Happy Tax Season!**



Free YOGA classes at the Y.

Tuesday/Thursday 6:30 - 7:30pm Iyengar Yoga

Wednesday 7:00 - 8:00 PM Vinyasa flow

For more information Call: 415-765-9037 (leave a message if we are closed) or email: mleonard@ymcasf.org



the Y **YMCA OFFERS FREE HEALTH ASSESSMENTS**

January is the time for New Years resolutions, and often resolutions involve losing weight or getting healthy. If your resolution this year involves taking charge of your health, the Y wants to ensure you have all the tools necessary to succeed.

On January 14th, we will be having four personal trainers at the gym to provide free 30 min. health assessments for interested members. This is a great opportunity for our members to talk to a professional wellness coach about general workout plans, how to accommodate exercises for injuries, or to just have someone teach you how to use the weight room or cardio room so you feel more comfortable.

Spaces are limited, so I encourage you to call now to schedule a time to meet.

When: Saturday, January 14, 2011
Time: 10-12pm (based on available appointments)

To schedule a time Call: 415-765-9037 (leave a message if we are closed) or email: mleonard@ymcasf.org

MENTIONS....

Many thanks go out to Peter L. for redesigning the Treasure Island News masthead. The colors and some details will vary with the differing seasons.—GN

I want to thank the anonymous good Samaritan in my neighborhood who last week (before X-mas) treated an abscessed and badly infected wound on the forehead of a young stray tomcat named "Chippy" – before I was able to take Chippy in to the SF SPCA feral clinic (which I still plan to do this week, to be neutered, checked out, etc.). – Jeff K.

Thank you Kathryn L. for organizing this years third annual holiday caroling and the 15 or so brave souls that ventured out in the cold winter night.

—MRC



Jane Kim

DISTRICT 6 SUPERVISOR



Visit Supervisor Kim's webpage at
www.sfbos.org

Save The Date

What: Community Meeting
When: February 15, 2012—6:30 PM
Where: Ship Shape



Have you taken the 2011 Treasure Island/YBI Quality of Life Survey yet?

Give your opinion about crime, pets, the 108, your housing provider, parking, government, services, special events and more. The survey is confidential. For more information about the survey please visit www.TreasureIslandSF.org or call 415-520-6653 for a paper copy.

Deadline for submissions is January 31, 2012.



POCKET BIKE ALERT

Every summer and winter, residents on Treasure Island are disrupted by the sounds, smells, and hazards of children riding pocket bikes and gas powered scooters. Besides posing a risk to the youth that ride them, cars on the street, and the peace of the neighborhoods, they are also illegal to ride anywhere on Treasure Island. Riders are subject to being fined and their bike being impounded.



Fireworks!

When: December 31
Time: 11:59 pm
Where: So. Of Ferry Building

Redistricting... continued from page 1

The following community meetings are scheduled for January, February, and March 2012.

January Schedule:

Wednesday	January 4	Regular Meeting	6pm	Room 406, City Hall
Monday	January 9	Special Meeting	6pm	District 11
Saturday	January 21	Special Meeting	10am	District 6
Thursday	January 26	Special Meeting	6pm	District 10

February Schedule:

Wednesday	February 1	Special Meeting	6pm	District 9
Monday	February 6	Special Meeting	6pm	District 2
Saturday	February 11	Special Meeting	2pm	District 1
Friday	February 17	Regular Meeting	3pm	Room 416, City Hall
Thursday	February 23	Special Meeting	6pm	District 3

March Schedule:

Thursday	March 1	Special Meeting	6pm	District 8
Wednesday	March 7	Regular Meeting	6pm	Room 406, City Hall
Monday	March 12	Special Meeting	6pm	District 7
Saturday	March 17	Special Meeting	10am	District 5
Thursday	March 22	Special Meeting	6pm	District 4
Thursday	March 29	Special Meeting	6pm	City Hall

The locations for the special meetings are still being determined. Information on the locations will be available at sf.gov/rdtf.

What is Redistricting? It is the constitutionally mandated redrawing of local, state, and federal political boundaries every ten years following the U.S. census. Redistricting is done to equalize the populations in the districts, using various criteria.

Who is the San Francisco Redistricting Task Force? The San Francisco Redistricting Task Force is charged with redistricting the boundaries for the Board of Supervisors. The Mayor (M), the Board of Supervisors (BoS) and the Elections Commission (EC) each appointed three members. The nine members are:

Chair: Eric McDonnell (BoS)
 Vice-Chair: Jenny Lam (BoS)
 Mike Alonso (BoS)
 Myong Leigh (M)
 Sonia Melara (M)
 Marilyn Mondejar (M)
 David Pilpel (EC)
 Mark Schreiber (EC)
 Melissa Tidwell (EC)

More info: www.sfgov.org/rdtf

The criteria the San Francisco Redistricting Task Force will use for redistricting:

Equal Population (within 1% to 5% as applicable)
 Compliance with Sec.2 of the Voting Rights Act
 Contiguity
 Preserve recognized Neighborhoods
 Preserve Communities of Interest
 Compactness

Why should YOU participate in Redistricting?

Give your community a voice, which is critical to ensuring that it has equal access to the political process.

Participation can encourage citizens to register, vote, and remain politically engaged.

It can also help lead to the adoption of redistricting plans that provide communities a meaningful opportunity to elect candidates who represent their interests on issues that are important to their lives, from getting street lamps in their neighborhoods, to securing safe schools and new playgrounds.



BRIDGE NEWS

CONSTRUCTION BEGINS ON SAS MAIN CABLE: The Self-Anchored Suspension Span (SAS) celebrated a major milestone this month as workers installed the first strand of the main cable for what will be the world's longest SAS. While this unprecedented work will be visible from the existing bridge, motorists are urged to keep their eyes on the road and maintain safe driving conditions.

Progress on the cable installation can be viewed from Treasure Island by the new Interpretive Display and online via Construction Cams at BayBridgeInfo.org/construction-cams. For more information visit BayBridgeInfo.org

WESTBOUND CLOSURE PLANNED FOR PRESIDENTS DAY WEEKEND: The westbound deck of the Bay Bridge will be closed during Presidents Day weekend 2012 to put a detour into place that will allow crews to complete work on the new East Span sooner. More information coming in early January 2012.

BAY BRIDGE INTERACTIVE NOW AVAILABLE FOR IPAD: The first edition of *Bay Bridge Interactive*, a mobile app featuring videos and slide-shows, is now available. In this first volume, we celebrate the 75th Anniversary of the construction of the original Bay Bridge, the completion of the SAS decks and the upcoming westbound detour. There's more to come! Download BayBridge Interactive at the iTunes Store.

SEE THE BAY BRIDGE ON THE BIG SCREEN

A new film about the Bay Bridge is now playing at Fisherman's Wharf in San Francisco. The Bay Institute Theater at Pier 39 is featuring the film *Inside the Bay Bridge* by filmmaker and former KRON reporter Mark Jones. The film takes you deep inside the Skyway and to the top of the SAS tower in this up-close tour of the new East Span. Get a rare glimpse of the work taking place both inside and outside of this massive structure. Bring the family, grab some popcorn and enjoy the show.



COMMUNITY CONNECTION—TI JOB CORPS HOSTS QUARTERLY COMMUNITY RELATIONS LUNCHEON



In keeping with TUCC values of engaged & robust community relations, the **Quarterly CRC ("3C") Luncheon**, hosted in TUCC's Fine Dining Restaurant on December 1st, was well attended and collaborative.

Center leadership welcomed a host of new allies, hailed old community fellows, and gratefully gave and shared community kudos with our Bay Area friends and collaborators.

Facilitated by BCL Director, **W. S. Parker**, the luncheon opened with a "welcome" and general center overview by **Deputy Center Director Cha**. She reinforced values of hard work connected to community as the winning formula for Treasure Island Job Corps'

continued capture of the Number 1 Job Corps in the nation for over a quarter.

Culinary trainee **Jacob Harris** titillated the participants with a mouth watering recap of the menu and guests supped, sipped, and shared with many providing updates to build community.

"Good Neighbors" Founder **Mark Connors**, provided an overview of the results of the recent Quality of Life Survey for Treasure Island & YBI and exhorted students to engage their voice by participating fully in the survey.

Guests who attended the luncheon included **District Director Anne Taylor** of Congresswoman **Barbara Lee's** office. District Director Taylor was instrumental in establishing the "Congress Woman Lee/TUCC Office Assistant" program (now in its second year) in the Congresswoman's Oakland office.

Director Taylor reiterated the value of the Treasure Island Job Corps program(s) and spoke of the valuable support of the Office Administration Trade students providing Work Based Learning Clerical support in the Congresswoman's office. She further acknowledged the Security Trades students by thanking them for the many hours of participation and support in a variety of volunteer activities, such as serving as logistics, parking, security and crowd control.

Continued on page 8

CITY CARSHARE SURVEY FOR ISLANDERS



City CarShare is a Bay Area non-profit organization. Our mission is to provide convenient, affordable access to cars so that we can reduce individual car dependence and improve the environment and quality of life in our cities.

We continually strive to make our service so convenient, so reliable, and so affordable that people will prefer using our cars to owning their own. In doing so, our members are helping to reduce traffic, parking problems, and dependence on oil—while promoting cleaner air, quieter streets, and more open space.

In 2001 a group of Bay Area transportation activists launched City CarShare with the help of several local nonprofits and the cities of San Francisco, Oakland, and Berkeley. We've enjoyed strong community support from the beginning and have partnered successfully with local transportation agencies and other community groups. In 2006, for-profit companies entered the market, validating City CarShare's success.

We're a nonprofit because we feel that our business model, which focuses on mission rather than profits, is the best way to provide great service to our members for the long-term. City CarShare remains dedicated to socially responsible carsharing and, true to our purpose and mission, continues to work with community, government, and private companies to support the growth and expansion of carsharing. City CarShare is also a co-founder of the international CarSharing Association (CSA). As a member of the CSA, we pledge to continue providing mobility options that contribute to the social and environmental well-being of the Bay Area.

Best of all, we also have the support of our members—a group of thousands that is growing fast! We would like to bring a City CarShare to Treasure Island and are looking to the residents and commercial tenants to provide us with input on a possible carshare.

Please take a minute to take our short survey.

<http://www.surveymonkey.com/s/RZVLT9N>

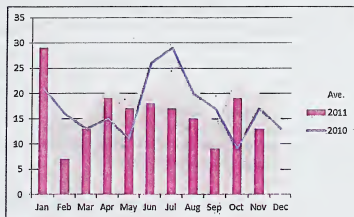
Want to advertise here?

Affordable rates—Inquire by writing to
Good_Neighbors@comcast.net

CRIME CONTINUES TO DECLINE THROUGH NOVEMBER

Through November 2011 crimes which result in a police report (shown in red bars below) have continued to be below the historical average (shown in green), the exception being January of 2011.

The green background reflects the moving average of reports generated per month as far back as we have data (part of 2006) to the present and indicates our "high crime" time periods.



This is welcome news, but residents are advised to continue to follow basic safety precautions such as locking all doors and windows (including second story windows) and reporting suspicious activity in your neighborhood. For more safety tips, visit www.SFSafe.org.



Peace of Mind?



Get an ADT security system with **FREE** installation & activation.

You may also get a discount on your renter's insurance.

Costs are a \$50/year alarm license* to City of San Francisco and \$43/month to ADT for the standard system.

You get: Keypad, 2 door/window sensors, 1 motion detector, 1 remote control, indoor audible alarm, 2-way voice communication, Smartphone, 24-hour battery backup, yard signs and window decals.

Call Rico Sanchez (650) 290-4590 or email rcsanchez@adt.com.

* Pro-rated by quarter if you buy after March.

Worth Every Penny.



GOOD NEIGHBORS NEWS

2012- 2013 Board Election

On March 10 Good Neighbors of TI/YBI will have its annual election of our Board of Directors at our quarterly meeting in the Shipshape Building.

To be eligible to run you must:

- Have been a member of Good Neighbors for at least 3 months before the election
- Be 18 years of age or older
- To run for President or Vice President you must also be a resident.

We recommend that you have attended at least one of the previous quarterly meetings. We also recommend that you have read and understand the "Who We Are" and "Bylaw" section of our website, www.TreasureIslandSF.org, and are familiar with the Mission Statement.

If you are interested in running for one of the board positions please complete the 2012 Candidate Form found at www.TreasureIslandSF.org (posted on 1/2/2012,) or call 415- 520-6653 to register via paper form. Once your eligibility is confirmed we will send you a confirmation email or letter.

Deadline to apply is February 29th, 2012. On March 1st a copy of all eligible candidates' statements will be e-mailed to all members, posted on the website, and will be provided at the March 10th meeting prior to the election.

Election shall be by ballot, except that when there is only one nominee for each office, in which case the President may call for a voice vote.

If you have any questions, please send them by email to Good_Neighbors@comcast.net

Annual Good Neighbor Awards

Every year Good Neighbors shows appreciation to members, residents, and employees on the Islands by formally recognizing the contributions they make to our lives. Do you know someone that should be recognized? It could be a volunteer who teaches a class, a neighbor who picks up your paper when you are away on vacation, or maybe a person who has lead a special effort to improve our individual or communal quality of life.

- To nominate someone, you must be a member of Good Neighbors. It's free and easy to join online at www.TreasureIslandSF.org.
- Recipients don't have to be members of Good Neighbors; however, they must have some connection to the Islands.
- The person must have contributed to improving our quality of life.

Log onto www.TreasureIslandSF.org and fill out the nomination form on the "Annual Good Neighbors Awards" menu item.

Remember – if you don't nominate someone you consider to be a positive influence and asset to the community – who will? Deadline to submit a nomination is March 1, 2012

Update: TIWireless

After receiving numerous complaints about the free wi-fi on Treasure Island, TIWireless, Good Neighbors initiated a paper and on-line petition to improve the service.

On Tuesday, Dec. 20th Good Neighbors sent the petition with 152 signatures collected by members, TIHDI, Catholic Charities, The John Stewart Company and others to the Director of the San Francisco Department of Technology. Understandably, due to the holidays we have not had a response yet, but will publish an update on this issue when we do.

Text of Petition

We, the undersigned residents of Treasure Island, respectfully petition that the San Francisco Department of Technology invest resources to improve the free community Wi-Fi established in 2009.

Internet access is vital in today's world, and we are very appreciative to CISCO for the donation of the equipment and to the City of San Francisco for including our community in the wireless initiative. However, since its implementation we have had many complaints about connectivity, lack of communication, and little or no apparent improvement in the service.

Though initiated to provide internet connectivity to low-income residents, this service is not fulfilling that promise for most on the Island. Please help to fulfill the worthy goal of bridging the digital divide by providing us the services and tools necessary to truly provide the bridge that was intended and is being provided in other areas of SF for low income tenants.

Community Connection continued from page 6

Not to be outdone, CRC Chair Mergana Wade encouraged all present to support youth development by encouraging a Job Corps student via jobs or Work Based Learning opportunities. Using her signature adage "teach one, reach one" Ms. Wade recounted the reward of working with TUOC Construction Trade students during the Bay Bridge rebuild in 2010.

Lieutenant Caltagirone of the San Francisco Police Department and a former chef thanked the students for a delicious meal. He validated the effectiveness of the culinary training received by students and reiterated the importance of using the Treasure Island Job Corps "Fine Dining" restaurant environment to apply classroom concepts.



Other distinguished guests and well wishers included long time community collaborators Dr. Mona Scott of the Black Repertory Group, Public Information Officer of TIDA (Treasure Island Development Authority) Marianne Thompson, & the Judicial Court of California's Michael Roosevelt.

The meeting adjourned with a tour of the "Michelle Obama Green Acre" Organic Urban Farm for those who wanted to see the source of the organic produce finding its way to the culinary table.



Many thanks to all who participated and stay tuned for next quarter's CRC luncheon date! ~Wilhelmina Parker, BCL Director

To report a crime
always call the police first!

For Emergencies or crimes in progress dial 9-1-1
(from a cell dial 415 553-8090)



Smokers!

Please be considerate of your fellow passengers on the 108. Don't smoke in or within 20 feet of any MUNI stop or shelter.

SF Health Code Article 19F Sec 1009.22



TI Book Mobile

The popular SF Public Library Treasure Island bookmobile will moving to a new location and time starting August 4th.

New Location: Parking Lot @ 850 Ave. D
(Treasure Island CDC)

New Time: Thursdays, 1pm-7pm

For additional information, please contact Mobile Outreach Services at 415-557-4346 or email mosmar@sfl.org.



Treasure Island Notary Public

Chad Miller
chadmnotary@gmail.com
(415) 837-8989



Is Your Back Yard Over Grown?

Need help in weeding and bagging your back yard?

Call Nora @ 415-933-5046 or
e-mail normassidierna@yahoo.com



Treasure Island Kennel Club

Write to
TIKC@comcast.net or
call (415) 677-4182



**BOYS & GIRLS
CLUBS**

Island Youth Need Your Help!

The Boys and Girls Club on Treasure Island serves over 100 youths with a number of services and programs but continually need volunteers!

Opportunities for regularly scheduled or drop in tutoring and mentoring are available. Don't short change yourself on what you can do to impact a youth!

Contact Lavina DeSilva @ 415-362-1393 or email at ldesilva@kidsclub.org



POWER OUTAGES

November and December were THE months for power outages on the Islands. In all, we recorded seven events with various causes and durations as described in the chart below. Utilities on Treasure Island and Yerba Buena Island are managed by the San Francisco Public Utilities Commission. The chart below details the outages that have recently occurred.

Date	Time	Duration (Approx)	Cause
11/15/2011	9:30 am – 12:00 pm	2.5 hrs	There was an issue with the power line from Oakland which required an emergency repair.
11/17/2011	9:36 am – 10:10 am	30 min	Canadian goose flew into a power line.
11/25/2011	1:45 am – 4:40 am 7:39 am 0 9:32 am	3 hrs 2 hrs	PUC unable to determine cause Failed Transformer
11/30/2011	9:41 AM – 11:40 am	2 hrs	Failed Transformer
12/3/2011	5:22 PM – 12:45 am	7 hrs	PUC Unable to determine cause
12/15/2011	3:45 am – 6:43 am	3 hrs	Down tree limb disconnected power line

In the event an outage causes electrical damage or other losses you may be able to file a claim—please call 311 or contact the City Attorney's Office at (415) 554-4700.

GET TEXT MESSAGE ALERTS FOR POWER OUTAGES, ROAD CLOSURES, EMERGENCIES. .



AlertSF is a text-based notification system for San Francisco's residents and visitors. There is now a Treasure Island Specific Alert that you can sign up for. For updates on power outages and road closures as well as other emergency information, We urge you to sign-up and stay informed by visiting www.AlertSF.org

AlertSF will send alerts regarding emergencies disrupting vehicular/pedestrian traffic, watches and warnings for tsunamis, flooding, and Citywide post-disaster information to your registered wireless devices and email accounts. Registrants can also sign up to receive English-language automated information feeds

and/or alerts targeted to specific areas of the City.

Registration for AlertSF is free. Text message charges may apply depending on your wireless carrier and plan. These charges will not be reimbursed by the City and County of San Francisco. **When registering your cellular device, make sure it is capable of receiving email generated text messages**

We're on the web!
www.TreasureIslandSF.org

How To SUBSCRIBE

Anyone can subscribe to this FREE newsletter by sending your request to:

Good_Neighbors@comcast.net

Please encourage your housemates, neighbors, and others interested in Treasure Island to sign up.

Or, residents of the Villages, can also send an email to:

Villages@JSCO.net

With the subject "Email Notices Sign-up" and include your name, address and contact info. Staff will verify the information, then send the latest community news.



Next Quarterly Meeting

Saturday, March 10
Shipshape
11 am-1 pm

Call! (415) 520-6653



Volunteer today!

Earn It!
Don't Pay It!
Save It!



Join the movement of 3,000+ volunteers.

Help our community get the tax refunds we deserve. Volunteer with the Bay Area's largest coalition of free tax preparation sites for low income residents.

Last year, volunteers helped bring back
\$45.8 million in refunds to our community!

Lend a hand at a Bay Area location near you as a:

- **Tax preparer:** no experience necessary - receive free IRS training and certification!
- **Greeter:** welcome clients and ensure they have the proper documentation
- **Interpreter:** all languages needed! especially Spanish and Chinese

www.earnitdontpayitsaveit.org



Earn It!
Don't Pay It!
Save It!



ALBERT & EVE

organic
fruit & veg
boxes

home delivered to:
sf & bay area



Visit www.alberteve.com

Albert & Eve delivers organic fruit & vegetable boxes to your door!

- Five reasons to join today & eat with your season:
- Customize your box every week!
- Save up to 30% on organic produce
- Free weekly home delivery
- High quality organic fruit & vegetables
- No commitment

CITY & COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY
410 AVENUE OF THE PALMS,
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0860 FAX (415) 274-0299
WWW.SFGOV.ORG/TREASUREISLAND



EDWIN LEE, MAYOR

NOTICE OF MEETING CANCELLATION

Please note that the Tuesday, February 7th, 2012 meeting of the Treasure Island/Yerba Buena Island Citizens' Advisory Board (CAB) has been
CANCELLED.

We expect to have our first 2012 meeting in the next couple of months.

Please contact Matt Kruczlnicki at (415) 554-6959 with any questions.

MEETING AGENDAS AVAILABLE ON E-MAIL

If you would like to receive TICAB meeting agendas by e-mail, please send your name and e-mail address to TICAB@sfgov.org.

Disability Access

The Treasure/Yerba Buena Island Citizen Advisory Board meets on Treasure Island in Building 442, City Hall, 1 Dr. Carlton Goodlett Place or at the San Francisco Redevelopment Agency. All buildings are accessible to persons using wheelchairs, and others with disabilities. For American Sign Language interpreters or use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please telephone 554-6789 or 274-0660 at least 48 hours before a meeting.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the City accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

The closest accessible BART is Civic Center, three blocks from the City Hall at the intersection of Market, Grove and Hyde Streets. Accessible MUNI lines serving this location are: #42 Downtown Loop, 9 San Bruno and the #71 Haight/Noriega. Accessible Muni Metro lines are J, K, L, M and N stopping at the Muni Metro Civic Center Station at Market and Van Ness. For more information about MUNI accessible services, call 923-6142. Accessible curbside parking is available on Grove Street.

TREASURE ISLAND WEBSITE

Check out the Treasure Island website at www.sfgov.org/treasureisland to find out about activities and facilities on Treasure Island, special events venues for rent, or to review the Treasure Island Development Authority's agendas and minutes.

Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

Know Your Rights Under the Sunshine Ordinance

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact Donna Hall by mail at Sunshine Ordinance Task Force at City Hall, Room 409, 1 Carlton B. Goodlett Place, San Francisco, CA 94102-4683. The Task Force's telephone and fax numbers are (415) 554-7724 and (415) 554-5163 (fax) or by email at Donna_Hall@sfgov.org. Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at www.sfgov.org/bdsupvrs/sunshine/ordinance.



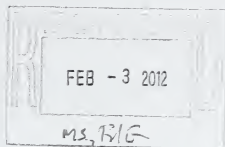


Good Neighbors of Treasure Island and Yerba Buena Island

www.TreasureIslandSF.org
Good_Neighbors@comcast.net
415-520-6653

January 30, 2012

TIDA Board of Directors
Treasure Island Development Authority
One Avenue of the Palms, 2nd Floor,
Treasure Island
San Francisco, CA 94130



Dear TIDA Board,

Please find attached the February edition of Treasure Island News. I hope that you will find it informative and useful. There are several articles that I would bring to your attention.

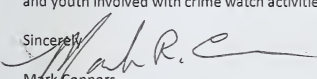
In "Distribution Change at Treasure Island News" we explain that the newsletter is no longer being distributed by the John Stewart Company. We will be addressing this in further correspondence along with our desire to continue circulation through the process established over three years ago.

In "Residents of the Villages Raise Concern Over New Lease" we describe, in a general way, the concern and frustration residents are experiencing with the requirement to sign the new lease JSCo has set forth.

There is good news in "TIWireless Update" in that the Dept. of Technology has responded to our petition and will be making improvements.

I am happy to tell you that in "Crimes Declined in 2011" we can report an overall downward trend in crimes on the Island and that Good Neighbors, along with TIDA, SFSAFE, JSCo, Boys and Girls Club, CHP and Catholic Charities have been meeting to form "Community Watch" – an effort to get more residents and youth involved with crime watch activities.

Sincerely,



Mark Connors

Editor-in-chief, Treasure Island News
Secretary, Good Neighbors of TI/YBI



Volume 4, Issue 2 February, 2012

Treasure Island News is a community newsletter produced by Good Neighbors of Treasure Island & Yerba Buena Island with input & assistance from Island residents, agencies and businesses

Visit us at TreasureIslandSF.org

INSIDE THIS ISSUE:

Residents Raise Concern	3
TIWireless Update	3
B&G Club News	4
Navy Clean Up	4
YBI Nature Notes	5
Bridge Closure	6
Job Corps News	6
Redistricting TI/YBI?	6
Queen Elizabeth Visit	7
Crime Update	7
Good Neighbors News	8

TREASURE ISLAND NEWS

DEADLINES & CONDITIONS

- All submissions of articles, announcements, and calendar items must be submitted by the 15th of the month prior to publication for consideration. Email Good_Neighbors@comcast.net
- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PowerPoint, Publisher, JPEG or PDF.
- We encourage positive ideas, solutions and creative problem-solving for our communal challenges; we choose to build community rather than find blame.



SAVE THE DATE—COMMUNITY MEETING AND A VISIT WITH DISTRICT 6 SUPERVISOR JANE

Treasure Island and Yerba Buena Island community members (including residents, agencies and businesses) should save February 15th on our calendars as a day of civic participation. There will be the bi-monthly community meeting at the Ship Shape with representation from **The Navy, Caltrans** (to talk about the Presidents Day weekend bridge closure), the **Dept. of Technology** (to give us an update on TIWireless – the free WiFi provided by the city), and more.

The community meeting is sponsored by TIDA, TIHDI, and Good Neighbors.

In addition, District 6 Supervisor Jane Kim and staff will be holding office hours in the Ship Shape. If you have concerns, suggestions, questions, complaints, or things you would like to discuss with Jane and her staff be sure to attend and **COME EARLY**. Supervisor Kim is our elected representative on the San Francisco Board of Supervisors and this is a great opportunity to speak your mind. Please encourage your friends and neighbors to attend.



DISTRIBUTION CHANGE AT TREASURE ISLAND NEWS

For the past three years, Good Neighbors of TI/YBI has produced **Treasure Island News** as a community newsletter with input & assistance from Island related residents, agencies and businesses, including TIDA and the John Stewart Company. Prior to that we distributed a monthly mailed calendar we produced with the Treasure Island Development Authority.

As indicated on page 37 of the recently published **2010 Quality of Life Report**,

"... Treasure Island News ... receive(s) high rates of satisfaction. It should be noted that Treasure Island News is not the Good Neighbors Newsletter, and it is not the TIDA Newsletter. We frame it as a community newsletter. It is a service we provide to keep people up to date on events, opportunities, and safety issues. It intentionally has a generally positive focus with the goal to inform and build pride and involvement in our community. Good Neighbors coordinates articles, advertisements, and content."

Continued on page 7

NEW CITY ADMINISTRATOR NOMINATED—OVERSEES TREASURE ISLAND

Reprinted with permission by Rachel Gordon. SFGate Friday, January 27, 2012

Naomi Kelly, Mayor **Ed Lee's** pick to serve in one of the top City Hall posts as city administrator, sailed through her confirmation hearing at the Board of Supervisors' Rules Committee Thursday.

If, as expected, the mayor's nomination of Kelly for a five-year term is approved by the full Board of Supervisors, she will become the first African American to hold the post. The distinction was not lost on the dozens of people - many of them leaders in the city's black community - who packed the confirmation hearing to show their support. Labor leaders also turned out for her.

Continued on page 9

February 2012

Sun Mon Tue Wed Thu Fri Sat

			1	2	3	4 
5	6	7	8 TIDA Meeting	9	10	11 Clean and Sober Dance— 7—midnight
12	13	14 	15 Community Meeting— 6:30 pm + Jane Kim	16	17	18 Bridge Closure
19 Bridge Closure	20	21 NAVY RAB Meeting	22	23	24	25 Treasure Island Flea Market
26 Treasure Island Flea Market	27	28	29	The women of FOTEP are having a community Valentines Day dance on <u>Saturday Feb 11th</u> . 7—12 midnight. Donations accepted at the door.		

The (TIDA) Board of Directors meets on the second Wednesday of every month at 1:30 PM at San Francisco City Hall, Room 400. For more information, visit www.SFTreasureIsland.org

Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) Meetings are on hold until a new schedule is determined. For more info, see SFTreasureIsland.org

The Community meeting is the third Wednesday of every other month (every even numbered month), 6:30 PM at Shipshape .

The Navy RAB meeting is the third Tuesday of every other month (every even numbered month), 7 PM at the Casa de la Vista.

Southern (SFPD) Station's community meeting is held on the third Wednesday of each month. Locations vary each month. For information about the meeting locations, or to subscribe to my newsletter, please send an e-mail sfpdsouthernstation@sfgov.org. All are encouraged attend!

RESIDENTS OF THE VILLAGES RAISE CONCERN OVER NEW LEASE

By Mark Connors

Residents of the Villages were recently notified that they are required to sign a new lease that includes many changes to the month-to-month lease signed last year. While changes to leases are not uncommon the extent of the changes have raised concern among many of the residents that attended two packed public forums hosted by The John Stewart Company (JSCo).

The Villages did make some welcome changes to the lease in response to concerns raised in the first meeting, but residents are frustrated at the lack of participation of TIDA and the City Attorney's office. JSCo contracts with the city of San Francisco and is currently in negotiation with TIDA to continue managing the property. It was indicated that the City Attorney's office and TIDA were involved with the new lease.

Some residents expressed fear that by signing the new lease they will be giving up their legal rights and call into question the urgency of these changes. Given that other agencies providing housing on the island are not on a month-to-month lease, and some of the house rules only apply to JSCo residents, the specter of unfairness was raised.

Residents have started a petition addressed to Mayor Edwin Lee and the Board of Directors of the Treasure Island Development Authority asking to slow the process down, and to meet with residents to address concerns.

Residents interested in the petition and the concerns, please write to Veronica at vstand11@yahoo.com

A petition has been posted at <http://www.petitionbuzz.com/petitions/tiandvireidents>.

TIWIRELESS UPDATE

After receiving numerous complaints about the free wi-fi on Treasure Island, TIWireless, Good Neighbors initiated a paper and on-line petition to improve the service.

On Tuesday, Dec. 20th Good Neighbors sent the petition with 152 signatures collected by members, TIHDI, Catholic Charities, The John Stewart Company and others to the Director of the San Francisco Department of Technology.

Text of Petition

We, the undersigned residents of Treasure Island, respectfully petition that the San Francisco Department of Technology invest resources to improve the free community Wi-Fi established in 2009.

Internet access is vital in today's world, and we are very appreciative to CISCO for the donation of the equipment and to the City of San Francisco for including our community in the wireless initiative. However, since its implementation we have had many complaints about connectivity, lack of communication, and little or no apparent improvement in the service.

Though initiated to provide internet connectivity to low-income residents, this service is not fulfilling that promise for most on the Island. Please help to fulfill the worthy goal of bridging the digital divide by providing us the service and tools necessary to truly provide the bridge that was intended and is being provided in other areas of SF for low income tenants.

UPDATE: On Saturday January 29th we received the following reply : Thank you for contacting us. We understand that the current WiFi network has been a source of frustration for some Island residents, and regret any inconvenience its caused.

In the next several months, The Department of Technology, (DT) will be expanding network coverage on the Island to provide more robust functionality. We will be adding additional radios to the current 20 already in operation. In addition, we want to work with Good Neighbors on ways get residents more engaged in supporting, and where possible, assisting in the expansion of WiFi coverage on Treasure Island.

As we continue to shore up the WiFi network, we look forward to working with you to help us better communicate our improvement plans to the Treasure Island residents. Please contact us if you need further clarification. Thanks for your assistance.

Regards, City and County of San Francisco - Department of Technology

Note: The Department of Technology will make a presentation at the February 15th community meeting



BOYS AND GIRLS CLUB TREASURE ISLAND CLUBHOUSE

Updates provided by Mwapagha Mkonu - Teen Director

Holiday Party w/Paul Mitchell & Saleforce



On Wednesday (December 21, 2010), we had our clubhouse holiday party and were honored to be supported by Paul Mitchell and Saleforce. Paul Mitchell provided, haircuts, pedicures, face painting and tattoos for the kids. The (about 70) youth were also able to see and learn first hand what it took to become a professional hairstylist. Saleforce supported the club by providing extra hands in preparing and serving food to our youth, decorating our community room and engaging with youth and staff.

The day was culminated by a visit from Santa Claus and wonderful gifts for the youth. I was really excited by the success of the event and the way our youth engaged with our guests. I was blown away by the energy and the gratefulness inside the eyes of our youth. I would like to take this opportunity to sincerely thank Paul Mitchell & Saleforce for their generous donation of time and talent.



Martin Luther King Jr. Day Celebration



Treasure Island celebrated MLK Day today with a day of service filled with, crafts, art, digging, planting, community and celebration. The youth did a great job working together and keeping the legacy of Martin Luther King alive and strong. Big Thank you to Ms. Colleen, Dupree, Lavina, Rayshelle, Kiki and Omar for helping keep everything stress free.



NAVY CLEANUP PROGRAM DOCUMENT AVAILABLE FOR FORMER NAVAL STATION TREASURE ISLAND

The Navy has posted the updated Site Management Plan document on its environmental cleanup website. It can be found at: http://www.bracom.navy.mil/base_docs/treasure_island/documents/enviro_docs/Final_TI_SMP_2011_122811.pdf The document is about 6MB in size, so you may find it more convenient to download the pdf to your computer, then open it.

What is the Site Management Plan?

It is a document, updated annually, that provides a great overview of the current status and the path forward for the environmental cleanup at former Naval Station Treasure Island. It includes a list of all sites, historic uses, and their current status; maps and photographs; and a timeline and steps to closure for each open site.

Other Helpful Information on the Website

In November, the Navy also published an update to its General Environmental Fact Sheet. This 11-page fact sheet provides a general history of former Naval Station Treasure Island, an overview of the cleanup program and Superfund steps, a map of the installation, the status of cleanup sites, and contact information for the Navy and regulatory agency cleanup team members. It can also be found on the website at: http://www.bracom.navy.mil/base_docs/treasure_island/documents/fact_sheets/FinalGeneralFactSheetVol6_Nov2011.pdf

Contact for More Information:

For more information about these documents, or if you have any questions about the Navy's environmental cleanup at former Naval Station Treasure Island, contact the following: James B. Sullivan, james.b.sullivan2@navy.mil, (619) 532-0966.

YBI NATURE NOTES—THINGS TO SEE IN FEBRUARY

Article and pictures by Ruth Gravenis

Yerba Buena Island is a great place to enjoy the wonders of nature. Its diverse communities of indigenous (naturally occurring) plants and animals were here long before any humans, and they continued to thrive as the First People – the Ohlone, Tutchayuno, and others – respectfully made use of the resources here. Although considerably altered over time, significant remnants of the natural ecosystems can still be found, and the development plans for Treasure and Yerba Buena Islands provide for their protection and restoration. (See the YBI Habitat Management Plan at <http://www.treasureisland.org/Modules/ShowDocument.aspx?documentId=659>).

While some folks claim that we don't have seasons in the Bay Area, changes occur throughout the year, just as they've done for thousands of years, and there's something new to see every month. Here's a random sampling of some events to watch for on Yerba Buena Island in February.



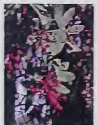
Trees that lose their leaves in winter (deciduous trees) give us a chance to appreciate the sculptural beauty of their branches and, as in the case of our venerable old **buckeyes**, to examine the many varieties of lichen that grow on them. Also watch for the new leaf buds with tender green shoots popping out. Although spring doesn't officially begin until March 20th, lots of spring-like events are happening now.

Picture: Lichens adorn the branches of California buckeye (*Assculus californicus*).

Down on the beach, new foliage and catkins are appearing on the **arroyo willows**. Willows are dioecious, meaning that each plant is either a male or female. The catkin in the photo happens to belong to a male tree, and each yellow dot is a male flower. Willows can be pollinated by wind or by insects. There are many willows on YBI – good indicators of where there are seeps or a high water table. The willow habitat above Clipper Cove supports many insects, which in turn support an abundance of birds (and cheerful birdsongs).



Picture: A catkin appears on an Arroyo Willow (*Salix lasiolepis*) on Clipper Cove beach.



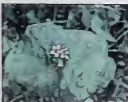
Also important to YBI's bird life are the **toyon** trees, sometimes called **Christmas berry**. Not owning calendars, some toyons hang on to their berries well past the holidays, much to the benefit of the robins, cedar waxwings, hermit thrushes, mockingbirds, towhees, and western scrub jays that eat the berries (once they're fully ripe and lose their toxicity). Some of YBI's toyons are among the tallest in the Bay Area.

Picture: Christmas berry is another name for toyon (*Heteromeles arbutifolia*).

Another food source for berry-eating birds is **poison oak**. The white berries that will appear later in the year will feed ruby-crowned kinglets, woodpeckers, jays, chickadees, wrens, thrushes, sparrows, and others. For now, we can admire – from a distance of course – the two-tone young leaves that emerge from the bare branches. It's important to learn to recognize this many-formed (vine, shrub, ground cover) toxic-to-humans plant, to keep it away from our buildings and walkways, and to just let it be when it's where it can't touch us.



Picture: Look, but don't touch. Poison oak (*Toxicodendron diversilobum*) is part of the natural habitat of YBI.



In many of YBI's shady places, we'll find a dense ground cover of **miner's lettuce**. Take the time to notice the inconspicuous yet attractive flowers in the center of each round leaf. Miner's lettuce is good in salads and is rich with Vitamin C and other nutrients. It probably helped some early settlers to stave off scurvy. Legend has it that the Native Americans placed the leaves on the ground where ants would walk over them, leaving a "saled dressing" of formic acid, and that some of the 49ers (the miners, not the football champs) ate some ants right along with the leaves to provide a little zing. I think I'll stick to balsamic vinegar.

Picture: Miner's lettuce (*Claytonia perfoliata*) forms a lush carpet in shady places.



BRIDGE NEWS—PRESIDENTS DAY WEEKEND BRIDGE CLOSURE

The WESTBOUND DECK of the BAY BRIDGE leading into SAN FRANCISCO will be CLOSED PRESIDENTS' DAY WEEKEND 8 p.m. Friday, Feb. 17 to 5 a.m. Tuesday, Feb. 21, 2012

Weather could delay the reopening of the westbound deck or postpone the closure to another weekend. M While East bay motorist will not be able to drive on the upper deck toward San Francisco during this closure, motorist going to or from Treasure Island/Yerba Buena Island will not be impacted, be able to drive on the upper deck toward San Francisco during this closure. The lower deck toward the East Bay will remain open.

CABLE INSTALLATION CONTINUES— Work to install the Self-Anchored Suspension Span's single main cable continues at a steady pace, with the eighth of 137 strands being hauled into place in mid-January. With nearly 6 percent of the strands in place, this unprecedented work will be ongoing for the next several months. As the hauling of these steel wire strands is visible from the existing bridge, motorists are urged to keep their eyes on the road as maintaining safe driving conditions is paramount. Progress on the cable installation can be viewed safely from the new publicly accessible interpretive display located on Treasure Island and online via construction cameras; visit BayBridgeInfo.org for a map to the display and to access the cameras.

YERBA BUENA ISLAND TRANSITION STRUCTURE MILESTON— The Yerba Buena Island Transition Structure (YBITS) marked the new year with a milestone as crews completed major construction on the westbound deck. YBITS will connect the Self-Anchored Suspension Span to Yerba Buena Island, and will transition the new East Span's side-by-side road decks to the upper and lower decks of the YBI tunnel and West Span. The eastbound deck is scheduled for completion later this year. To find out more, visit BayBridgeInfo.org/projects/ybi-transition.



COMMUNITY CONNECTION—ELECTRIFYING ELECTRICIAN COURTNEY TUGGLE SHINES AT PG&E



Veteran Instructor **Bob Christensen** is happy to announce the success of his former Electrical student, **Courtney Tuggle**. Courtney, who graduated from the Treasure Island Job Corps program in June 2008, recently won the Home Builders Institute's "Shirley McVay Wiseman Award for Exceptional Promise."

Courtney currently works for **PG&E** as a utility gas worker in Stockton. Courtney and Bob will be traveling to the **International Builders Show** in Orlando, Florida to accept her award and a check for **\$1,000** in early February.

Congrats Courtney! The entire Treasure Island Job Corps acknowledges you and looks forward eagerly to your continued success.



COULD TREASURE ISLAND/YBI CHANGE DISTRICTS?

As mentioned in the January 2012 edition of Treasure Island news, San Francisco City Government is hosting a number of public meetings to discuss redistricting of the city.

Per the SFGov website - <http://www.sfgov.org/rdtf>

"Every ten years, the Federal Government conducts a census to determine the number of individuals living in the United States. After the census is completed, the Charter requires the Director of Elections to determine whether the existing supervisorial districts meet the legal requirements established by federal, state and local law. If the existing supervisorial districts no longer comply with these legal requirements, the Charter requires the Board of Supervisors to convene a Redistricting Task Force to redraw the supervisorial district lines. The process of redrawing the supervisorial district lines is known as redistricting."

The Redistricting Task Force consists of nine members. The Mayor, the Board of Supervisors and the Elections Commission each appoint three members. These nine individuals work with City staff and outside consultants to determine how the supervisorial district lines should be redrawn so that the districts comply with the legal requirements established in federal, state and local law. As part of this process, the Redistricting Task Force holds multiple community hearings to receive input from the people of San Francisco. Throughout this process and based on community input, the Redistricting Task Force will make several changes to the existing supervisorial district lines. The Redistricting Task Force must present a final plan outlining the new supervisorial district lines to the Board of Supervisors by April 15, 2012."

Continued on page 8

T.I. News—continued from page one

Our main method of distribution is via e-mail.

As we enter our 4th year of publication, The Villages at Treasure Island (aka the John Stewart Company), has informed us they will no longer distribute Treasure Island News. While we hope this may be remedied in the future, we encourage all residents, agencies, businesses, and interested parties to subscribe by writing to Good_Neighbors@comcast.net. Please put "Newsletter" in the subject line. Subscribing will not make you a member of Good Neighbors, but you will get the community based newsletter.

QUEEN ELIZABETH'S MAIDEN SAN FRANCISCO VISIT

Article and photography by Peter Knego Reprinted with permission from MaritimeMatters.com



On 4 February, Cunard Line's **QUEEN ELIZABETH** will make her inaugural call to San Francisco, marking her only U.S. maiden call this year. Currently sailing her 107-day World Cruise, **QUEEN ELIZABETH** will dock at Pier 35 along the city's famed Embarcadero, and is

scheduled to arrive between 5:30-6:00 a.m. and depart at approximately 9:00 p.m.

Named by Her Majesty The Queen in Southampton, England in October 2010, **QUEEN ELIZABETH** is the second largest Cunarder ever built, after flagship **QUEEN MARY 2**. While this will be **QUEEN ELIZABETH**'s inaugural visit to San Francisco, the city has held historical significance for Cunard ships since 1942*, when the original **QUEEN ELIZABETH** visited as part of her war duties, and where she also underwent a refit. Later, in 1978, **QUEEN ELIZABETH 2** made her maiden call to San Francisco, visiting a dozen times more in subsequent years. Five years ago to the day of **QUEEN ELIZABETH**'s upcoming maiden call, flagship **QUEEN MARY 2** was warmly received by thousands who came out to welcome her during her 2007 inaugural visit; and **QUEEN VICTORIA** was also graciously greeted by the city during her 2009 maiden call.

Cunard continues their enduring relationship with the city by the bay and is pleased to be the Preferred Cruise Partner of the San Francisco Symphony's 2012 Black & White Ball this June.

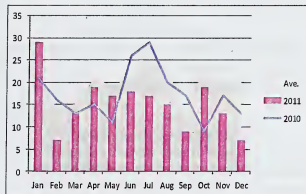
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CRIME DECLINED IN 2011

2011 was a much better year in regards to crime on Treasure Island and Yerba Buena Island over previous years.

In the chart below, the green background shows the average number of calls for service which resulted in a police report being filed. This reflects data collected since 2006, is a moving average, and shows the cyclical nature of crime on the Islands (and in many parts of the city.)



The red bars show the same information as it played out month by month in 2011. Except for January 2011, all months were below average. This is something we can all be proud of.

How do we retain and build on this progress? In 2012 Good Neighbors in cooperation with TIDA, SFSAFE, Community Housing Partnership, The Villages at Treasure Island, and the Boys and Girls Club will be launching "Community Watch". Community Watch, similar to neighborhood watch, seeks to encourage community member participation in crime prevention.

Goals include recruiting residential community watch members, training, an emphasis on youth and parent involvement, and more. Announcements on how to participate as well as crime prevention tips will be forthcoming!

In the meantime, we know that much crime on TI/YBI is crime of opportunity. Keep your doors and windows locked (even the upstairs) and its best to keep valuable items out of view of open window.

Get to know your neighbors and determine who you can trust. Watch each other's backs and always report suspicious activity or crimes in progress to the police.

For information about crime prevention and safety tips, visit www.SFSAFE.org.



GOOD NEIGHBORS NEWS

2012- 2013 Board Election

On March 10 Good Neighbors of TI/YBI will have its annual election of our Board of Directors at our quarterly meeting in the Shipshape Building.

To be eligible to run you must:

- Have been a member of Good Neighbors for at least 3 months before the election
- Be 18 years of age or older
- To run for President or Vice President you must also be a resident.

We recommend that you have attended at least one of the previous quarterly meetings. We also recommend that you have read and understand the "Who We Are" and "Bylaw" section of our website, www.TreasureIslandSF.org, and are familiar with the Mission Statement.

If you are interested in running for one of the board positions please complete the 2012 Candidate Form found at www.TreasureIslandSF.org (posted on 1/2/2012,) or call 415- 520-6653 to register via paper form. Once your eligibility is confirmed we will send you a confirmation email or letter.

Deadline to apply is February 29th, 2012. On March 1st a copy of all eligible candidates' statements will be e-mailed to all members, posted on the website, and will be provided at the March 10th meeting prior to the election.

Election shall be by ballot, except that when there is only one nominee for each office, in which case the President may call for a voice vote.

If you have any questions, please send them by email to Good_Neighbors@comcast.net

Annual Good Neighbor Awards

Every year Good Neighbors shows appreciation to members, residents, and employees on the Islands by formally recognizing the contributions they make to our lives. Do you know someone that should be recognized? It could be a volunteer who teaches a class, a neighbor who picks up your paper when you are away on vacation, or maybe a person who has lead a special effort to improve our individual or communal quality of life.

- To nominate someone, you must be a member of Good Neighbors. It's free and easy to join online at www.TreasureIslandSF.org.
- Recipients don't have to be members of Good Neighbors; however, they must have some connection to the Islands.
- The person must have contributed to improving our quality of life.

Log onto www.TreasureIslandSF.org and fill out the nomination form on the "Annual Good Neighbors Awards" menu item.

Remember – if you don't nominate someone you consider to be a positive influence and asset to the community – who will? Deadline to submit a nomination is March 1, 2012

Redistricting—continued from page 6

Because TI News was not distributed until the 19th of January many residents may not have been aware of the meetings and the importance of them. In a conversation with Supervisor Jane Kim's office the other day it was noted that there was little feedback from Treasure Island residents in the special District 6 meeting. Apparently there has been some discussion as to whether TI/YBI would stay in District 6, or move to be in District 3.

Time is running out. Visit the <http://www.sfgov.org/rdt/> and read up on the subject. You can write to the task force via email (rdt@sfgov.org) or by snail mail at:

Redistricting Task Force
1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, CA 94102-4689



Visit Supervisor Kim's webpage at
www.sfbos.org

Naomi Kelly continued from page 1

Kelly's career with the city has spanned three mayoral administrations, starting out in 1996 under Willie Brown as a special assistant, where she served in the offices of neighborhood services and legislative affairs. She rose through the ranks of city government, serving as executive director of the now-defunct Taxi Commission, city purchaser and director of contract management, and as deputy city administrator. Along the way, she earned a law degree.

Kelly, a 37-year-old San Francisco native, was named acting city administrator this month. The city administrator oversees a wide variety of government functions, including public works, animal care and control, the 311 call center and hiring programs.

- Rachel Gordon

Read more: <http://www.sfgate.com/cgi-bin/article.cgi?f=/c/a/2012/01/26/BAD01MV3U7.DTL#ixzz1kiZdWNi>

Editors Note: From the Mayors Press Release -

The Office of the City Administrator manages and implements policies and regulations put forward by the Mayor, the Board of Supervisors and the voters and oversees the City's General Service Agency and its nearly 2,100 employees. The General Services Agency includes Public Works, the Department of Technology, Administrative Services, Contract Administration, Purchasing, Real Estate, the County Clerk, 311, Fleet Management, Convention Facilities, Animal Care and Control, the Medical Examiner and Treasure Island

To report a crime
always call the police first!

For Emergencies or crimes in progress dial 9-1-1
(from a cell dial 415 553-8090)



Smokers!

Please be considerate of your fellow passengers on the 108. Don't smoke in or within 20 feet of any MUNI stop or shelter.

SF Health Code Article 19F Sec 1009.22



TI Book Mobile

The popular SF Public Library Treasure Island bookmobile will moving to a new location and time starting August 4th.

New Location: Parking Lot @ 850 Ave. D
(Treasure Island CDC)

New Time: Thursdays, 1pm-7pm

For additional information, please contact Mobile Outreach Services at 415-557-4346 or email mosmgr@sfl.org.



Treasure Island Notary Public

Chad Miller
chadmnotary@gmail.com
(415) 837-8969



Is Your Back Yard Over Grown?

Need help in weeding and bagging your back yard?

Call Nora @ 415-933-5046 or
e-mail normaldierna@yahoo.com



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YBI Notes continued from page 5



Speaking of salad, don't even think about using any **wild cucumber**. Although related to cucumber and squash, wild cucumber is true to its scientific name, *Marah*, which means bitter. It's a perennial plant, but the above-ground part disappears during the winter while the underground tuber keeps getting bigger over the years – as thick as a human's body, sometimes with arm-like extensions, and hence its other name, manroot. The delicate cream-colored flowers will soon be followed by a rapid growth of leaves and stems and curly-cue tendrils that will allow the wild cucumber vine to grab onto other vegetation and climb to considerable heights.

Picture: The flowers may be delicate, but the wild cucumber (*Marah fabaceus*) is a very hardy vine.

Speaking of sex (weren't we?), all the plants named above are of the flowering kind, in which the adult plants grow from seed, requiring that there be both male and female flower parts. Ferns, on the other hand, reproduce from spores and an intermediate stage called a gametophyte. It's a complicated process that usually requires a moist environment. One of YBI's seven species of ferns is particularly noticeable now – the **California polypody**. The brown spots on the undersides are the sporangia, where the spores are produced. While admiring their beauty, ponder the fact that ferns have been around far longer than the dinosaurs.

Picture: Ferns, such as the California polypody (*Polypodium californicum*), grow from spores, not seeds.



For more information about the natural history of YBI, see botanist Mike Wood's article in *Coast and Ocean* magazine, and check out the photo galleries at: http://coastandocean.org/coast_v22_no4_2007/articles/Yerba_01.htm



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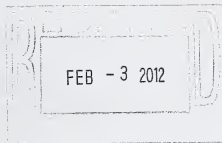


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TO: TIDA Board and John Stewart Company
FROM: Treasure Island and Yerba Buena Island Residents
RE: Unilateral Amendment of Residential Lease Agreement
DATE: February 3, 2012



INTRODUCTION

On December 30, 2011, John Stewart Company served a 30-day Notice of Change of Terms of Tenancy to Residential Lease and Addenda thereto on half of the households on Treasure Island and Yerba Buena Island. The Notice changes the Residential Lease to include the following term that requires each resident to perform as follows:

On or before February 11, 2012, every tenant must sign the document titled "Addendum Re: Change of Terms of Tenancy to the Residential Lease" and must be bound by its terms.

Residents met with the John Stewart Company management on January 24 and January 28 and voiced their concerns that the Addendum in fact is a new lease with its terms being oppressive, one-sided, and taking away all protections incorporated in the current lease.

The management declined to give residents an extension for reviewing the Addendum and asserted that the terms of the Addendum were not negotiable.

ARGUMENT

A. The Current Month-to-Month Lease Agreement is Self-renewing and Cannot Be Terminated unless One of the Four Conditions Occurs.

As the city got closer to buying from the Navy Yerba Buena and Treasure Island, the city felt that it was necessary to institute month-to-month leases in order to facilitate the interim move of residents. In July of 2010, John Stewart Company began rolling over the one-year term leases to month-to-month. That was accomplished with the Addendum signed by residents and John Stewart Company in 2010. The Addendum defined the term of the Residential Lease as follows:

Beginning on July 1, 2011, the term will continue on a month-to-month basis, until one of the following events occurs:

- a. Lessor elects to terminate the Residential Lease after Lessee fails to pay rent when due or defaults in any of the covenants or conditions under the Residential Lease; or
- b. The Treasure Island Development Authority (TIDA) has delivered a notice to Lessee providing Lessee with notice of the date by which Lessee must

complete a move to a newly-constructed unit on Treasure Island, and Lessee has not completed the move or vacated the Premises by the specified moving date; or

- c. Lessor terminates the Residential Lease and Lessee's right to occupy the Premises because the Navy terminates TIDA's master lease; or
- d. Lessee terminates the Residential Lease as provided in Section XIX.

This language of the Addendum, therefore, created a month-to-month self-renewing tenancy which would terminate only if one of the four events named above occurred.

B. Being Unable to Arbitrarily Terminate the Current Lease Agreement, John Stewart Company Chose to Unilaterally Amend the Lease and Evict Tenants Who Don't Comply with the Imposed Term.

The current Lease Agreement is the product of negotiations between the residents and the landlord. When the residents rolled into the month-to-month contract, they relied on the representations that the terms of their current Lease Agreement would remain unchanged. John Stewart Company sent out a 30-day notice adding a new covenant to the current Lease Agreement. That new covenant obliges the tenants to sign and be bound by the Addendum Re: Change of Terms of Tenancy to the Residential Lease. The Addendum is in fact a new Lease Agreement not only because it is referred to as "Rental Agreement" within its text, but also because it is substantially different from the current Lease Agreement and supersedes and replaces all the terms of the current Lease Agreement. The amendment puts tenants in a losing position. If they comply with the new covenant and sign the new Rental Agreement, the landlord will have a right to terminate their tenancy for any reason. If tenants don't sign, they will get evicted for non-compliance with their amended Lease Agreement.

The San Francisco Rent Board Commission has recently tackled such unilateral use of lease amendments by landlords. The Commission amended Rules and Regulations Section 12.20 effective December 14, 2011 to provide that a tenant may not be evicted for violation of a unilaterally imposed change in the terms of a tenancy unless the tenant accepted the newly imposed term in writing or the newly imposed term is authorized by the Rent Ordinance.

TIDA acted in the spirit of the law when it adopted the Commission's rent schedule and just causes for eviction. Similarly, this time TIDA should follow the San Francisco Rent Board Commission's precedent and stop John Stewart Company from exploiting the prohibited loophole. The residents should be given a chance to decide whether the new Lease Agreement serves their interests. The signing of the new Lease Agreement should be voluntary and not mandated by a new provision in the lease.

CONCLUSION

Residents respectfully submit this matter to the TIDA Board and pray to have the recent amendment to the Residential Lease retracted.

Jeff Kline's Revised Letter of Objections to the New Lease, Which is Referenced to in the "Treasure Island and Yerba Buena Island Residents 3 2012 Against Lease Addenda" Online Petition.

Introduction: The "Addendum RE: Change of Terms of Tenancy to the Residential Lease Dated December 30, 2011", Effective January 29, 2012 by Means of a Thirty Day Notice, is Not a Valid Contract.

The John Stewart Company (JSCo) made substantial material alterations to the Lease for existing market-rate residential Tenants of the Villages at Treasure Island and Yerba Buena Island with a 30-day Notice, dated December 30, 2011. These changes came into effect on January 29, 2012, and the Tenants were told they must sign this new Lease by February 11, 2012, or face eviction proceedings. Most of these numerous changes, contained in an "Addendum" which replaced the previous Lease entirely, are in effect particularly adverse to the interests of those Tenants.

Despite the omission, withholding, and misrepresentation by the JSCo of the true facts of this situation, it is now clear that this new Lease is at the very least voidable, and also so irregular so as to be considered null and void. A complete discovery of the facts will show that the JSCo has committed fraud in the inducement, in that they intentionally misled the Tenants as to the true facts of this situation.

The JSCo also publicly threatened the Tenants with legal action such as Unlawful Detainer if the Tenants did not sign the new Lease. However, a contract entered into under duress is not valid. The new Lease contains language which serves to preclude any recourse by Tenants to seek any rent reduction for any substantial loss of habitability to the premises, and so the JSCo attempted to get Tenants to waive their legal rights, and did so without any consideration for the Tenants, which is against public policy, and again raises the question of whether a contract that involves no actual consideration is really a valid contract.

These acts of the JSCo also constitute fraud in the factum, in that the pre-existing Form of Non-Disturbance and Attornment Agreement contained in all previous Leases since 2007, required the SubLandlord, the JSCo, to get the prior written consent of the Landlord, the Treasure Island Development Authority (TIDA), in order to make certain material changes to the lease. To the best of my knowledge, the JSCo has NOT obtained, nor sought to obtain, any prior written consent from TIDA in order to lawfully make such changes to the Lease.

These numerous and substantial changes are contained in a twenty-seven page instrument which the JSCo introduced as an "Addendum". That title is misleading because it does not in fact add to or merely amend some part of the Lease, but replaces the previous thirty-five page Lease entirely. This so-called "Addendum" is also misleadingly titled because it does not "add" to the Lease, but rather, it subtracts.

In particular, the new Lease removes all previous "just cause" eviction protections, and all rights of recourse to lawful remedies for damages to the premises that require repairs, or which result in substantial loss of habitability, or for damages to tenants property, among other things. This is against public policy.

The Lawful Authority of TIDA is Called Into Question by the Implementation of ABX 1 26, Which Eliminated All Redevelopment Agencies in California as of February 1, 2012.

As mentioned above, the new Lease also eliminated the eight-page Form of Non-Disturbance and Attornment Agreement. That Agreement is now of special importance because the California State Legislature, in passing ABX 1 26, eliminated all Redevelopment Agencies in California. This legislation was challenged by several lawsuits, but was upheld by the courts, and has taken effect as of February 1, 2012. As the Memo, dated April 12, 2011, from the Planning Department to the Planning Commission correctly anticipated, ABX 1 26 eliminates all authority of TIDA to act as a Redevelopment Agency under California Redevelopment Law (CRL).

Additionally, under the Base Realignment Act of 1990, TIDA was recognized by the Federal Government as the Local Redevelopment Agency for Naval Station Treasure Island, which also includes Yerba Buena Island. This allowed TIDA to enter into a Master Lease with the Navy, and in turn act as the Landlord for most of that property. Since ABX 1 26 has now taken effect, this raises the question of whether that Master Lease is still valid and whether TIDA retains the authority to act as Landlord for what is still Federal property.

Incidentally, the Form of Non-Disturbance and Attornment Agreement not only protects and preserves the leasehold interests of the Tenant, but also assures that the Tenant is bound to the Landlord's successor in interest, among other things. If TIDA is eliminated, the Agreement covenants that, in essence, any successor agency will have the right to be paid rent without the execution of further instruments. The Agreement was first added to the Lease in 2007, and has been included in all subsequent Leases-- until it was eliminated by the "Addendum".

That Agreement was duly executed, witnessed and signed by all parties, to wit: the Tenant(s), the SubLandlord, the JSCo, signed by Dan Stone, the Property Manager, the Landlord, the Treasure Island Development Authority, signed by Mirian Saez, the Director of Island Operations, TIDA, and it was approved as to form by Dennis J. Herrera, City Attorney, and signed by the Deputy City Attorney. That Agreement states that all signatures must be acknowledged, and free recording is requested pursuant to Government Code Section 27383.

The Cover Letter from the JSCo Which Accompanied the Notice and Addendum is Misleading, Untrue, and Induces the Tenants to "Sign Away" Their Rights.

The Thirty-Day Notice and "Addendum" was introduced to the Residents by a cover letter from the JSCo, dba the Villages, and signed by Dan Stone, the Villages Administrator. This letter is misleading and false. It claimed that there were only three "major issues revised in the lease", and stated those issues as:

- Either party may terminate the tenancy with proper notice under state law.
- Acceptance of rent does not waive any of the rights in the lease.
- Updates to the seismic disclosure

The letter omits any mention of the significant and adverse material fact that the "Addendum" entirely eliminates the explicit "just cause" protections against arbitrary eviction contained in the

previous Lease. The "Addendum" replaces those previous "just cause" protections with language that allows the Landlord to "terminate the month-to-month tenancy under this Rental Agreement for any reason whatsoever" (Section XXIV. Termination of Tenancy and or Recovery of Possession by Landlord.).

The letter also fails to mention the significant adverse material fact that the "Addendum" entirely eliminates the Form of Non-Disturbance and Attornment Agreement contained in the previous Lease, as was mentioned above. According to Section 7. Miscellaneous., of that Agreement:

This Agreement may not be modified other than by an agreement by the parties or their respective successors in interest. If any party commences any judicial or nonjudicial proceeding ...against any other party based on this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees, expenses and costs of suit....

Not only is this Agreement eliminated entirely in the new Lease, but Section XIV. Legal Fees., imposes new limits on the recovery of legal fees:

In an unlawful detainer action to recover possession of the Premises, the total costs, including attorney's to the prevailing party shall be limited to \$1500. In the event of any OTHER legal action between the parties, any statutory recovery of attorney's fees and costs shall be limited to \$2,500 to the prevailing party.

This change is particularly adverse to the existing Tenants of the Villages, since according to a survey undertaken by the JSCo in 2009, more than 75% of them reside in very low, lower, or moderate income households, and the continuation of their Leasehold interests are now endangered by changes contained in the new Lease.

In particular, the elimination of "just cause" eviction protections for Tenants, and introduction of much more prohibitive language, rules, and restrictions in the new Lease and in the House Rules, may lead to a dramatic increase in dubious or punitive Unlawful Detainer actions. These actions could reasonably be expected to give rise to claims of wrongful eviction, but the disadvantaged Tenants of the Villages may find that the lowered cap on attorney's fees (if they prevail), serves as an effective bar to obtaining effective representation.

The letter also failed to mention that the "Addendum" contains new language in several Sections that appears to preclude any tenant from seeking any of the many remedies allowed by law for damages to the premises that require repairs, or which result in a substantial loss of habitability.

For example, Section XIII. Hold Harmless, states: "Tenant may not seek compensation or a rent reduction or decrease for any disturbance, inconvenience or damage attendant to construction taking place anywhere in or around the Premises." In addition, Section IV. Rents, Late Charges, Returned Checks, also includes similar language, which again, on the face of it, precludes tenants from seeking of lawful remedies. This language is against public policy.

The letter also refers to a TIDA Board meeting on December 14, 2011, where TIDA approved a Resolution clarifying the term "transition households" in the final draft of the Transition Housing Rules and Regulations. This reference to a public TIDA meeting gives the (false) impression that TIDA had (publicly) authorized these drastic and adverse material changes to the Lease. In fact, not only was there no prior consultation with the tenants, there were also no prior public meetings where any of the proposed changes were discussed.

Obviously, this cover letter from the JSCo gave a false impression to the residents as to the nature of the "major issues revised" by the "Addendum". The misleading nature of the cover letter is clearly intentional, as the pattern of omission and mischaracterization apparent throughout the letter cannot be explained or excused by honest mistake.

Not only did the letter omit any reference to the significant adverse material changes to the Lease touched on above, but the "Addendum" also contains many more significant adverse material changes that have not yet been addressed here-- none of which were mentioned in the letter.

The JSCo should also have anticipated that many Tenants would not undertake to read the thirty-five page "Addendum"-- especially if those Tenants had relied upon the description given in the cover letter. Even if the existing Tenants had read the "Addendum" in its entirety, few of them would probably possess the necessary legal knowledge or training, or could possibly devote the time and resources to fully comprehend the legal consequences of this complex legal contract.

Additionally, the letter suggested that for our "convenience", Residents "may elect to schedule a time to sign the Addendum now, in order to avoid any wait times that may be associated with the large number of residents that will be signing the Addendum.". However, until the meeting held by the JSCo on January 24, 2012, the JSCo had neglected to provide any further information about the changes being made to the Lease.

There certainly were no prior public meeting(s) of any kind where residents could ask questions and have their many concerns about the changes to the Lease addressed. So it would appear that the JSCo, by suggesting in cover letter that as a "convenience" to the Tenants that the Tenants should come in early to sign the "Addendum", the JSCo was seeking to induce those Tenants to 'sign away their rights' prematurely, before the Tenants had been given a reasonable opportunity to fully understand the legal consequences of signing the "Addendum".

There Was No Consultation with the Tenants, and no Prior Public Meetings About the Proposed Changes to the Lease.

As was noted in the cover letter, the document "Transition Housing Rules and Regulations for the Villages at Treasure Island for the Treasure Island/ Yerba Buena Island Project" (THRR) is available at <http://www.sftreasureisland.org>, but some Tenants of the Villages may not have computers or easy access to the internet, especially those of lower or very low income.

Unfortunately, there were no paper copies of this document supplied to the Tenants previously, and this lack of information was no doubt confusing and concerning to the tenants, as was evidenced by their many questions about the THRR at the January 24 meeting.

Interestingly, there was a Resolution clarifying the definition of "transition households" adopted at the TIDA meeting on December 14, 2011. The text of this Resolution does reveal that the Mayor's Office of Economic and Workforce Development (OEWD) staff "has been working collaboratively with the John Stewart Company on procedures for implementation of the THRRs, updating the residential lease agreements for tenants at the Villages, and coordinating various property management and Project pre-implementation activities.". Unfortunately, it gave no specifics on the residential lease agreement "updating".

There also was no information about the proposed Lease changes provided at the Community Meeting in October (Community Meetings occur in even numbered months, and no meeting was scheduled for December), and there was no discussion or information at the Citizens Advisory Board meeting in October (the November meeting was canceled, and there was no meeting in January), and there was no specific public discussion or information provided at any of the recent TIDA meetings (and the January TIDA meeting was canceled).

The Tenants Were Unaware of the Full Extent of the Adverse Impacts Which Were Anticipated from the Project Construction.

In the Lease Addendum, Section IV. Rents....makes this assertion: "Tenant acknowledges that the rental rate has been determined and set by the parties with the understanding and agreement that construction will take place in and around the Premises during the course of this month to month tenancy..."

On the contrary, the tenants were definitely not parties in the determination of the rental rate. There certainly was no downward adjustment of the rent due to the anticipated adverse impacts of the decade-long construction Project, and one may reasonably assume that most tenants are unaware of the full extent of the adverse impacts anticipated from construction of the Project.

However, numerous "significant and unavoidable adverse environmental effects" resulting from the TI/YBI Project are in fact detailed in Sections IV. and IV.A of the April 13, 2011 Draft of the California Environmental Quality Act Findings (CEQA), which Findings are referred to as the FEIR. Unfortunately, this document is not available on the sfgov.org/TIDA website.

Among these adverse effects detailed in the FEIR are: "substantial toxic air contamination" that "will violate air quality standards", increased vibration and noise, and significant traffic impacts-- all of which will clearly have an adverse impact on the residents. There is also the possibility of direct damages to the premises or to the residents property due to the construction.

In addition, there is another serious adverse environmental impact that is NOT mentioned in the CEQA FEIR: the risk from radiologic contamination. This risk is revealed in a detailed letter, from a Mr. Gantner, dated November 9, 2011, which was hand delivered to Mayor Lee and the City Attorney, Dennis Herrera. Attached to that letter were two documents: a letter from the

California Department of Public Health (CDPH), dated June 23, 2011, to Shaw Environmental and Infrastructure, Inc., including a copy of posted Notice of Violation, and a Memorandum from CDPH to the California Department of Toxic Substances Control (CDTSC).

Mr. Gantner claims these documents show that the Environmental Impact Report for the TI/YBI Project "deliberately minimized areas impacted with radionuclides", and this is born out by the CDPH Memo which states: "(t)he large volume of radiological contaminated material...and high levels of radioactive contamination...raised concerns with CDPH regarding the nature and extent of the radiological contamination on TI.". The DTSC Memo is even more disturbing: "the Navy and their contractors have found radionuclide sources and soil contamination outside the original defined area....", and "the model for these radionuclides found outside the original area...is not well understood and it has not been published or made available to the public."

Incidentally, the Hazardous Substance Disclosure made by the JSCo and included in the Lease Addendum, makes no mention of the potential risks from radiological contamination on TI. The knowledge of such potential radiological risks is of critical importance to pregnant women and the parents of small children in particular, and to the long-term health and peace of mind of the residents generally.

Nevertheless, Section IV. concludes "...that Tenant may not seek a rent reduction or decrease for any disturbance, inconvenience or damage attendant to development construction taking place anywhere in or around the Premises.". Once again, this new language appears to be an attempt by the JSCo to preclude tenants from seeking recourse to lawful remedies for damages to the premises or for any substantial reduction in the habitability of the premises.

The JSCo Delayed and Withheld Information From the Residents by Their Sudden Refusal to Continue to Distribute the Treasure Island News, a Local Periodical.

Also concerning is the sudden and arbitrary decision by the JSCo to cease the distribution of the Treasure Island News, a community newsletter that has been produced for the past four years by the Good Neighbors of Treasure Island & Yerba Buena Island, which is a volunteer community association, with input and assistance from Island residents, Agencies, and businesses. As was pointed out to the Villages Administrator Stone, the TI News is usually the primary, easiest, and best way for most residents to stay informed about what is going on here on TI/YBI, since there is no bulletin board-- either physical or electronic-- or any central place for residents to gather and share information. .

Incidentally, a Treasure Island Calendar, and later, a Newsletter, had been printed and delivered to every household in the Villages by the JSCo and TIDA for nine years, until 2009. At that time, the JSCo and TIDA decided to distribute the "calender" by email, and the burden was then put upon the residents to either get on (and stay on) the e-mail list or to contact TIDA's Public Information Officer to receive a copy by mail.

Unfortunately, the e-mail distribution of the newsletter by the JSCo has been problematic during this period, as some residents have repeatedly been deleted from the e-mail list. By the way, the Newsletter was never just a mere "calender", as it has always contained news of interest to the

residents of TI/YBI. The TI News was even more informative and timely, in large part due to the efforts of Mark Connors, who incidentally founded Good Neighbors, and also sits on the Citizens Advisory Board (CAB).

As it turned out, the market-rate tenants were informed of changes to the Lease by a Thirty (30) Day Notice mailed on December 30, 2011, which was delivered after the January newsletter had been produced. It was not until January 23, 2012, after the distribution of the January newsletter was delayed for more than three weeks, that the JSCo made it known they would not distribute the February newsletter, or any future newsletters-- but gave no reason for this decision. On the face of it, this particular pattern of events in regards to the distribution of the newsletter appears to be part of an autocratic attempt by the JSCo to prevent residents from being informed by a local independent publication about concerns and issues that may significantly impact them, such as adverse material changes being made to their Lease by this new Lease Addendum

The Present Attempt by the JSCo to Preclude the Tenants' Rights Under the Previous Lease with a Thirty-Day Notice to Change the Lease was Enabled by an Addendum to the Lease in 2010 that was Introduced by a Letter from TIDA Dated June 25, 2010.

It is also concerning that the 30 Day Notice to Change the Terms of the Lease was issued by the JSCo less than six months after the previous year-long rental term of the Lease had been changed to a month-to-month rental term. That change to the 2009 Lease was announced in a letter from TIDA, dated June 25, 2010, which claimed that "(t)he move away from one-year lease renewals to a month-to-month system is consistent with general San Francisco rental practice and is needed to give TIDA flexibility with regards to property management if the redevelopment project is approved. This approach does not change your rights to continue living in the Villages now or after any project approvals."

While this change to a month-to-month term appeared relatively innocuous at the time, in point of fact that change made it possible for the JSCo to easily change the terms of the Lease with just a 30 Day Notice. On the other hand, the 2010 Addendum to the Residential Lease that ultimately changed the 2009 Lease to a month-to-month basis, did make another important and reassuring change to the 2009 Lease: it deleted Section III. and replaced it with language that defined only four events that would cause the Lease to be terminated:

The term of the Residential Lease is extended until June 30, 2011. Beginning on July 1, 2011, the term will continue on a month-to-month basis, until one of the following events occurs:

- a. Lessor elects to terminate the Residential Lease after Lessee fails to pay rent when due or defaults in any of the covenants or conditions under the Residential Lease; or
- b. The Treasure Island Development Authority (TIDA) has delivered a notice to Lessee providing Lessee with notice of the date by which Lessee must complete a move to a newly-constructed unit on Treasure Island, and

Lessee has not completed the move or vacated the Premises by the specified moving date; or

- c. Lessor terminates the Residential Lease and Lessee's right to occupy the Premises because the Navy terminates TIDA's master lease; or
- d. Lessee terminates the Residential Lease as provided in Section XIX.

Unfortunately, this language as well as the "just cause" protections against arbitrary eviction or termination of the Lease were eliminated in the new Lease. As a point of fact, the previous Lease provides only limited "just cause" grounds for eviction, and states:

XXII. ACKNOWLEDGEMENT OF INAPPLICABILITY of the San- Francisco Residential Rent Stabilization and Arbitration Ordinance No. 276-7S (hereinafter called "Ordinance"):

Lessee hereby acknowledged and agrees that because the rents for housing units on Treasure Island and Yerba Buena Island are set by a governmental authority the Treasure Island Development Authority, housing units on Treasure Island and Yerba Buena Island are exempt from the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance. Notwithstanding the foregoing, (i) upon the renewal or extension of this Lease (but not after any vacancy or termination), the Rent noted in Section III above will not be increased by an amount or at a rate greater than as would be permitted under the Ordinance, and (ii) **Lessor shall not seek to evict or otherwise recover possession of the Premises from the Lessee unless such action is based on one of the reasons set forth below: [emphasis added]**

1. The tenant has failed to pay the rent to which the landlord is lawfully entitled under the oral or written agreement between the tenant and landlord or habitually pays the rent late or gives checks which are frequently returned because there are insufficient funds in the checking account; or
2. The tenant has violated the lawful obligation or covenant of tenancy and failed to cure such violation after having received written notice thereof from the landlord; or
3. The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or tenant in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in writing; or
4. The tenant is using or permitting a rental unit to be used for any illegal purpose; or

5. The tenant has after written notice to cease, refused the landlord access to the rental unit s required by state or local law; or
6. A subtenant or other person not approved by landlord is occupying the rental unit; or
7. The term of the lease has expired; or
8. The reasons set forth in Section III of this lease.

Contrary to the assertion of TIDA in their letter of June 25, 2010, quoted above, it now appears that this "approach"-- of changing the Lease to a month-to-month basis-- does, in effect, now threaten existing tenants' rights.

The Tenants' Rights are Endangered by the Changes Made to the Lease by the JSCo.

Among the existing or transitional tenants rights that are precluded or put at risk by the changes to the Lease contained in the new Lease Addendum:

- the right to quiet enjoyment of the premises while living in the Villages,
- the right to seek rent any reduction or compensation or other legal remedies for any substantial reduction in habitability, or damages to the premises or their property, from the proposed construction Project (which may go on for more than a decade),
- the right to permanent and affordable replacement housing,
- the right to in lieu payments (up to ~\$20K for a four person household),
- the right to interim replacement housing if displaced in the course of the development of the Project on TI/YBI,
- the right to relocation benefits, including moving assistance or cash payments.

Many of these rights or benefits are defined in the THRR document, but ALL are either explicitly supported by State law, such as California Civil Code Section 1941 et seq., or California Health & Safety Code Sections 33000 et seq., or Section 7260 et seq. of the California Government Code, and/or by longstanding legal precedent, such as Green v. Superior Court (1974).

In addition, language contained in Section X. Nuisance. may, in effect, be in violation of U.S. Code, Title VIII, the Civil Rights Act and the Fair Housing Act and Amendments (1988), the Americans With Disabilities Act (1993), and fair housing guidelines enforced by the California Department of Fair Housing and Employment (DFEH), and may also be contrary to California Proposition 215 (H&S Code Section 11362.5), and the Housing Opportunities for Persons with AIDS legislation (HOPWA), Title 42 U.S.C. 12901.

For example, Section X. contains prohibitive language which may be contrary to Proposition 215, and may discriminate against patients under a doctor's care with a doctor's recommendation who use Medical Cannabis lawfully in California. Legal permitting of M.C. patients is carried out by the San Francisco City and County Department of Health. Such prohibitions as contained in the main body of the new Lease Addendum or resultant discrimination against M.C. patients may be contrary to protections afforded disabled individuals by the DFEH, and in some cases may be contrary to Housing Opportunities for Persons with AIDS legislation (HOPWA).

Incidentally, the THRR was developed by the Master Developer, Treasure Island Community Development, LLC.-- not TIDA-- who retained the consulting firm Autotemp to help draft the THRR. It was pointed out at the January 24 meeting that liability for the "in lieu" payments alone may total upwards of \$5,000,000, and when JSCo V.P. York was asked who is responsible for funding the relocation benefits, and specifically, "is it the Developer?", he was evasive: "I'm not sure". This raises the issue of a potential financial or administrative conflict of interest, a point raised by a tenant at that meeting.

The Meetings Held by the JSCo With Some of the Affected Tenants on January 24 & 28, 2012, Were Both Inadequate and Too Long Delayed.

During the meeting held by the JSCo with some of the existing Tenants on January 24, 2012, JSCo Assistant V.P. Edward "Ned" York disingenuously suggested to the standing room only crowd that if they still had concerns about the changes to the Lease made by the "Addendum", they could seek legal counsel.

However, the JSCo know full well, from a survey they undertook in late 2009, referred to above, that more than three-quarters of the residents of the Villages live in very low, lower and moderate income households, and the JSCo should therefore expect that many residents probably lack the resources or initiative to hire a lawyer.

Unfortunately, the JSCo delayed even scheduling a meeting with the existing Tenants about the changes to the Lease for more than three weeks after the Tenants were served a 30 Day Notice of Changes to the Lease, and it appears the JSCo did so only reluctantly, after a number of residents had complained about the lack of clear information or opportunity to ask questions and get answers from the JSCo.

At the second, and last, meeting scheduled by the JSCo with the Tenants, on Saturday, January 28, 2012, Mr. York had the temerity to again suggest that if the Tenants still had concerns about changes to the Lease made by the "Addendum", they could seek legal counsel.

I attended both meetings, and I must say that this "advice" struck me as both arrogant and absurd, since Mr. York knew very well that the changes to the Lease would come into effect the next day, on Sunday, January 29, 2012, and that it would be virtually impossible for Tenants to take his cynical "advice", due to the lack of time and the timing of events-- even if they had the requisite financial resources.

At the January 24, 2011 meeting, the Mr. Stone and Mr. York informed the assembled Tenants that the language in the "Addendum", "for any reason whatsoever", had been changed to "for any reason allowed by law". However, the tenants have not seen a copy of the Lease Addendum with this revised language, and the deadline of Feb. 11, 2012, for tenants to sign the Lease Addendum and for the changes to the Lease to come into effect is apparently unchanged.

A Financial Conflict of Interest May Provide a Motive for the JSCo to Deny Liability and Penalize the Existing Tenants.

Many other issues and concerns about the changes to the Lease were raised by residents at that meeting, including, but not limited to, the following specific issues:

--Section IV. Rents, Late Charges, Returned Checks: eliminates the existing seven (7) day "grace period" for paying rent. While the new Addendum permits the rent to be paid within five days of the due date (but denies any "grace period"), it also allows the Landlord to file a 3-Day Notice to Pay Rent or Quit one day after the rent is due. This seems like a "Catch-22" on the face of it, allowing arbitrary legal action against tenants who believed they were in compliance with the terms of the Lease by paying their rent within the five day period. In addition, such Notices may provide a legal "history" of late payment, thus justifying further adverse action, such as eviction, and may also be reported to a credit agency, with a negative impact on the tenant's credit.

--Section IV. Rents, Late Charges, Returned Checks: "Tenant may not seek a rent reduction or decrease for any disturbance, inconvenience or damage attendant to development construction taking place anywhere in or around the Premises." So if a construction truck crashes through a tenant's front door and causes a significant reduction in services or interference with the use or quiet enjoyment of the premises, the tenant cannot ask for a rent reduction. Additionally, Item XII. Hold Harmless: states that "Tenant may not seek compensation" for any such construction-related disturbance or damages due to the "Project", which may go on for decades!

--Section XXV. Insurance: the new lease states "Landlord's insurance does NOT provide for coverage of Tenant's personal belongings or personal liability unless as a direct and proximate result of Landlord's negligence", and "strongly urges" the Tenant to "secure sufficient insurance to protect against losses such as...flood....". This may be impossible in this instance.

The John Stewart Company (JSCo, dba "the Villages") is the leasing agent and property manager for the residential housing for TIDA, and is fully indemnified by TIDA. They both should know of the Proposed FEMA Flood Zone Map (2009), on page 46 of the Treasure Island/Yerba Buena Island Redevelopment Plan Adoption, Preliminary Report, prepared for TIDA in June 2010. The map shows that almost ALL the Villages market-rate residential housing on Treasure Island is in a flood zone. The JSCo and TIDA should be aware that FEMA is the sole underwriter for all flood insurance in the U.S. (which is resold by private insurers), and FEMA will not provide insurance coverage for property in a flood zone.

--Section X. Nuisance: [which was alluded to above in regard to legal authorities for tenants rights] contains language that is overly broad and confusing, and may interfere with the group

activities of non-profit groups who often hold community events and activities in the common areas. This language also makes it difficult or impossible for co-tenants to attempt to cure breaches of the lease caused by their roommates.

The JSCo Declined to Consider Most of the Substantive Issues That Were Raised by the Tenants at the Meetings Held by the JSCo on January 24 & 28, 2012.

Unfortunately, during the meeting JSCo V.P. York declined to consider most of the issues raised by residents as having enough merit to bring to the attention of the lawyers who wrote the new Lease Addendum, and explicitly recognized only two such issues: Section XXV. Insurance: the impossibility of getting flood insurance, and Section IV. Rents: the unwanted confusion and possible jeopardy of paying rent after the first day of the month, but during the five day period when rent may be accepted by the Villages.

Mr. York also declined to name any of the the attorneys responsible for writing or revising the new Lease Addendum, and he also rebuffed tenants' repeated requests to have at least one of these individuals present at the second, and last, meeting scheduled by the JSCo for Saturday, January 28, 2012.

Mr. York's answers were also unsatisfactory in a number of other respects: he argued that the Mayor's Office was not required to give relocation benefits or assistance, and also claimed that no resident could be considered a displaced person under State or Federal law. This response is not truthful, particularly in light of the fact that the JSCo sent residents of the Villages a letter, dated October 13, 2006, which states: "(t)his Notice is to inform you of your rights under Federal and State law." and continues: "If you are displaced as a result of the project, you may be eligible for assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, or section 7260 et seq. of the California Government Code."

In response to an argument against the elimination of all "just cause" eviction protections in the existing Lease by the new Lease Addendum, and after it was pointed out that eviction is allowed for virtually any reason under state law [other than in the case of retaliation], he responded "it's just the law", but attempted to assuage residents concerns regarding the possibility of arbitrary eviction afforded to the Landlord under the new Lease Addendum. He patronizingly told the residents words to the effect: "don't worry, we are the same folks we have always been".

At the Saturday meeting, Mr. Stone and Mr. York presents a full page of proposed revisions to the "Addendum". Unfortunately, they did not include language resolving the majority of the most concerning changes being made to the Lease. After much discussion of issues at hand--beginning with Mr. York's assertion that this was NOT a public meeting and his direction NOT to record the meeting, there were numerous requests from many Tenants that the deadline to sign the entirely new Lease be extended, and that further meetings be scheduled.

Mr. Yorks refused all of these requests. Finally, despite requests from residents to see a copy of the revised Lease before signing, Mr. York refused to do so, and said we just need to come into the Villages Office and sign it.

A Reasonable Fear of Retaliation Which may be Facilitated by the Changes to the Lease are Supported Prior Bad Acts by the JSCo.

One resident responded to Mr. York's comment: "don't worry, we are the same folks we have always been", by pointing out that the JSCo had previously taken several unjustified adverse actions against him, including sending him a letter in 2006, signed by the Villages Administrator, threatening a 50% rent increase if he and his roommates did not sign the lease immediately. Despite the offer by the tenant to produce a copy of said letter, Mr. York remained incredulous and argumentative. Finally, a long-time Villages staffer present at the meeting informed him that the previous Administrator did in fact send such a letter.

Mr. York then responded that the Administrator in question had been replaced by the JSCo, and (yet) repeated that "we are the same folks we have always been".

I for one, do NOT find that statement to be particularly reassuring!

The same tenant also expressed concern that elimination of eviction or termination protections may allow TIDA and their agents, the JSCo, to retaliate against him personally. He explained that the Examiner newspaper had recently printed a letter he wrote (and signed) regarding six power outages in 30 days on T.I., and criticizing TIDA for not properly maintaining the power grid here.

Conclusion: The Changes to the Lease Made by the JSCo Have Exceeded their Authority and Have Rendered the Existing Market Rate Tenants Vulnerable, Threatened, and Disadvantaged, and Have Also Exposed TIDA to Such Liability that TIDA Must Act Presently to Repudiate the New Lease and Terminate the Agency of the JSCo.

Rather than considering that any objections to the changes made to the Lease are moot at this point, just the opposite is true: these changes are not lawful, and the new Lease is not a valid contract, since it has been obtained by deception on the part of the JSCo, who have continued a pattern of misleading, omitting, or concealing the true facts of the situation from the Tenants. This new Lease was fraudulently obtained and against public policy, and so irregular as to be considered null and void.

Given the information related above, which should have been known to TIDA previously, it is incumbent upon TIDA not to ratify this new Lease. Instead, TIDA must recognize their liability for fraudulent acts performed by the JSCo as their agent, and TIDA's responsibility as principal to repudiate and revoke this new Lease, and to consequently sanction the JSCo for failing to fulfill their duties as the agent of TIDA, and move to terminate their contract.

**Petition to the Treasure Island Development Authority, City and County of San Francisco,
for Equitable Relief for the Market-Rate Tenants of the Villages at Treasure Island.**

To be presented to the TIDA Board at their February 8, 2012 Meeting:

The John Stewart Company (JSCo), acting as the agent and SubLandlord for the Treasure Island Development Authority (TIDA) under a month-to-month agreement, made substantial material alterations to the residential Lease for existing market-rate Tenants of the Villages at Treasure Island and Yerba Buena Island with a 30-day Notice, dated December 30, 2011. These changes came into effect on January 29, 2012, and these Tenants have been told they must sign this new Lease by February 11, 2012, or face possible eviction. Most of the changes are particularly adverse to the interests of those Tenants.

Among these troubling changes are the elimination of all the "just cause" eviction protections contained in the previous Lease, as well as language contained in the previous Addendum that only allowed termination of the Lease for four specific events. In stark contrast, the new Lease allows eviction for any reason allowed under State Law, which in effect, is any reason except retaliation. The new Lease also added numerous new prohibitions, rules, and restrictions, any violation of which might easily put the Tenant into default of the Lease, and thus imperil their ability to remain in "good standing" with the Landlord.

In addition, the JSCo eliminated the Form of Non-Disturbance and Attornment Agreement, an eight-page document which had been part of the Lease since 2007. This critical Agreement not only serves to protect and preserve the leasehold interests of the Tenant, but also assures the Landlord that the Tenant is bound to the Landlord's successor in interest, among other things. That is to say, if TIDA is eliminated, the Agreement covenants that, in essence, any successor agency will have the right to be paid rent without the execution of further instruments.

In sum, these changes not only endanger and threaten the Leasehold interests of the market-rate Tenants, but also those of the existing Transition Households in particular, who are entitled to certain rights and benefits accorded to them by the Transition Household Rules and Regulations. These benefits include the right to eventual "in lieu" payments of up to \$20,404 per unit (of 4 adults), plus an additional \$3,401 due each Elderly, Disabled, or Household with Minor Child(ren), among other things.

Prayer for Equitable Relief:

Therefore, we undersigned market-rate Tenants of the Villages, acting so as to benefit all the Tenants affected by these adverse changes to the Lease, pray that TIDA grant equitable relief to all market-rate Tenants of the Villages, and ask that as a remedy for the problem of this irregular new Lease, TIDA revoke all the changes made by the JSCo to the Lease, and move to restore the previous Lease in its entirety. We believe that in so doing, TIDA will be fulfilling its duty as a Public Benefit Corporation under State Law, and as the Local Reuse Agency recognized by the Federal Government for the former Naval Station Treasure Island, to protect and act in the best interests of the Residents of the Villages at Treasure Island and Yerba Buena Island.

In sincere appreciation for your attention and dutiful action, signed,

Name

Address

Date _____

[illegible]

CC. Mayor Edwin Lee, City Attorney Dennis Herrera

Petition created on PetitionBuzz
<http://www.petitionbuzz.com>
Exported on Feb 2 2012

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Jan 30 2012	Teherah Khorram	
Jan 30 2012	Hazel Leung	
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Jan 31 2012	Jennifer Green	jenita.sf@gmail.com
Jan 31 2012	Shireen Harris	
Jan 31 2012	Paul Vetro	

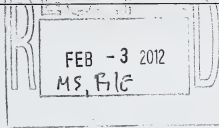
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Exported on Feb 2 2012
<http://www.petitionbuzz.com>



Good Neighbors of Treasure Island and Yerba Buena Island

www.TreasureIslandSF.org
Good_Neighbors@comcast.net
415-520-6653



TO: ✓ TIDA Board of Directors, Supervisor Jane Kim, Mayor's Office, and City
Administrator
FROM: Good Neighbors of Treasure Island and Yerba Buena Island
DATE: January 20, 2012
RE: JSCO Lease Addendum and Deadline

Dear Elected and Appointed Officials:

Good Neighbors of Treasure Island and Yerba Buena Island (GN) is a community group that works to improve the collective quality of life for those who live and work on the Islands, and to find creative solutions to the problems that face all segments of our community.

We focus on issues of importance to all residents. We are not a tenants' organization in that our membership consists of residents from all segments of the community - those in the supportive housing of the Treasure Island Homeless Development Initiative, "fair market" renters with the John Stewart Company, businesses, agencies and those working on the Island. We have board members from all sectors of the community.

As a rule GN doesn't become involved with individual tenant/landlord disputes, but the sudden and drastic changes to the new month-to-month lease that the John Stewart Company (JSCO) recently announced is causing a negative impact on a large portion of our membership and raises to the level of a community concern.

While we understand the need to create a waiver to allow for the collection of rent while JSCO may be in dispute with a tenant, we do not understand the need for the sweeping changes the new lease permits and have questions as to who in city government vetted these changes.

The new lease is being promulgated as an Addendum to the current lease, but residents have voiced concerns that it is actually a *new* lease which denies tenants of rights as citizens of San Francisco and the State of California.

Residents are baffled as to why TIDA had no representatives from redevelopment or from the City Attorney's office at the community forums to answer questions and to hear concerns; it was indicated that JSCO works with TIDA, the Office of Economic and Work Force Development and the City Attorney's office on the new lease.

We beseech you to intervene on behalf of all the concerned and affected residents of San Francisco living on the two Islands. The addendum/new lease should be retracted immediately.

Sincerely,

Emily Rapaport

President

Good Neighbors of Treasure Island and Yerba Buena Island

1109 C Keppler Court

San Francisco, CA 94130

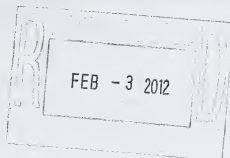


Good Neighbors of Treasure Island and Yerba Buena Island

www.TreasureIslandSF.org
Good_Neighbors@comcast.net
415-520-6653

January 30, 2012

TO: Treasure Island Development Authority
Attn: Mirian Saez, Director of Island Operations
One Avenue of the Palms, 2nd Floor,
Treasure Island
San Francisco, CA 94130



TO: Dan Stone
The Villages At Treasure Island
1 Avenue of The Palms
San Francisco, CA 94130

cc: TIDA Board of Directors
Supervisor Jane Kim

Subject: Treasure Island News

Mirian and Dan,

We are writing to get some clarification as to why John Stewart Company will no longer be distributing Treasure Island News.

As you know, Treasure Island News is a community newsletter produced by Good Neighbors as a community benefit for residents and people who work on the Island. We have produced it for three years with input from TIDA, TIHDI, and a number of other agencies, businesses and it receives very good reviews on the Quality of Life Survey we have been conducting. Good Neighbors has always been responsible for the content and we work collaboratively with JSCo and others to distribute it.

In the recent Quality of Life Report we state:

Good Neighbors and Treasure Island News (which we produce) receive high rates of satisfaction. It should be noted that Treasure Island News is *not the Good Neighbors Newsletter, and it is not the TIDA Newsletter (emphasis added)*. We frame it as a community newsletter. It is a service we provide to keep people up to date on events, opportunities, and safety issues specific to Treasure and Yerba Buena Islands. It intentionally has a generally positive focus with the goal to inform and build pride and involvement in our community. Good Neighbors coordinates articles,

advertisements, and content. TIDA provides assistance by providing event information and articles from time to time.

We met on December 15, 2012 to discuss concerns that Good Neighbors had about various delays in distribution of Treasure Island News cause by late articles submitted by you and your request to alter articles and content that was not your own.

When I left your office I felt we had come to an agreement that Good Neighbors would retain its historical role as editor and arbiter of newsletter content and that distribution would continue as usual. You seem to have indicated as much in the attached e-mail chain.

We had also discussed that the newsletter could go out using the same disclaimer, or a version of it, that the John Stewart Company had affixed for the past three years.

During the past three years, John Stewart Company emailed the newsletter out to their distribution list with no problems, and it had a disclaimer indicating they were mailing it for information purposes. However, when we sent the newsletter to JSCo in January we were informed that they would no longer distribute it.

We would greatly like to see the John Stewart Company continue to distribute the newsletter and are inquiring as to why it is no longer being distributed? We never asked JSCo to stop as we value them as a vital partner and supporter of the community at large. We look forward to your response and hope we can resolve this matter positively so that residents can receive important community information on a regular basis.

Sincerely,

Emily Rapaport
President
Good Neighbors of Treasure Island and Yerba Buena Island
1109 C Keppler Court
San Francisco, CA 94140

Email dated Jan 3, 2012

1

Email Chain

-----Original Message-----

From: Mirian.Saez <Mirian.Saez@sfgov.org>
To: erapaport <erapaport@aol.com>
Cc: Darkmattersfo <Darkmattersfo@comcast.net>; Dstone <Dstone@jisco.net>; Marianne.Thompson <Marianne.Thompson@sfgov.org>; Michael.Tymoff <Michael.Tymoff@sfgov.org>
Sent: Tue, Jan 3, 2012 3:48 pm
Subject: Re: The Treasure Island News

yes, emily, this pretty much summarizes our discussion.
thanks.

Mirian Saez
Director of Island Operations
Treasure Island
One Avenue of Palms
San Francisco, CA 94130
415.274.0660 General Office
415.274.0299 Office Fax

From: erapaport@aol.com
To: Mirian.Saez@sfgov.org
Cc: Darkmattersfo@comcast.net, Marianne.Thompson@sfgov.org, Michael.Tymoff@sfgov.org, Dstone@jisco.net
Date: 12/30/2011 03:01 PM
Subject: The Treasure Island News

Dear Mirian,

I just want to follow up on one aspect our discussions on December 15, 2010.

We spoke in depth about the delay in releasing the last issue of the **Treasure Island News**. The result of our conversation was that while I acknowledged that Good Neighbors and TIDA originally founded Treasure Island News, it was now time for us (Good Neighbors) to be responsible for the entire publication of the Treasure Island News. The Treasure Island News letter will remain a community-focused newsletter, but we will be making several changes in all our future issues. Good Neighbors will now be taking full responsibility for the content in the Treasure Island News and we will be directly responsible for sending the Treasure Island News to all of the entities that have been involved in the distribution of the newsletter.

It is my understanding that at the time the Treasure Island News began it was

2

originally placed under the direction of its editor-in-chief and that will remain so in the future. The current editor-in-chief is Mark Connors and he too will remain in that position. Mark will have full editorial control over this publication.

We also discussed that in the future TIDA will bare no responsibility for the material published in the newsletter other than articles submitted and/or verified by TIDA staff.

The focus of the newsletter is and shall continue to be positive. Our main aim will still be to provide useful information on development updates, instilling pride of place, and to encourage our residents' participation in resolving quality of life issues and other issues that are of importance to residents and those working on the Islands.

Residents, organizations and agencies (including TIDA, TIHDI, the Navy, SF Safe, MTA, Job Corps, YMCA, Boys and Girls Club, housing providers, etc.) will continue to provide announcements, articles and feedback to be considered for inclusion by the editor-in-chief.

Our main contact with TIDA is your Public Information Officer, Marianne Thompson, but if there be a need, we will contact you directly. Once the Treasure Island News is approved by the editor-in-chief, it will be distributed via a number of methods by Good Neighbors, JSCO, Catholic Charities and others as a community benefit prior to or at the beginning of the month.

The deadline for submission of material for consideration is the 15th of the month prior to publication. The editor-in-chief determines what is included in the newsletter and its placement with in each issue. We are open to suggestions and recommendations, but such must be addressed to the editor-in-chief via our email address: Good_neighbors@comcast.net within the timeframe outlined.

We also agreed that you are going to provide us with the directors' letter once a quarter as opposed to a monthly contribution.

If there are materials published in the News that you, or the TIDA board find in error, or if you would like to comment on an article published, there are two things that I would hope that you would do. First please submit your comments in writing to: Good_Neighbors@comcast.net and please be sure to include me as a cc - Erapaort@aol.com. Also, if there is a Board Member who has an objection to something in the newsletter, please have them do the same thing. I would also hope that you and the board member would pick up the phone and discuss your issues

3

with me or whom ever is President of Good Neighbors.

Good Neighbors and TIDA has always enjoyed a positive relationship over the years. It has been based on mutual respect, sharing of information, and willingness to hear and consider the concerns of each other. I know that we will continue to have this selfsame relationship. I hope that this letter strengthens and clarifies our commitment as it relates to Treasure Island News.

I hope that you will feel comfortable to forward this to the TIDA board.
Sincerely,

Emily Rapaport

President Good Neighbors of Treasure Island and Yerba Buena Island

www.TreasureIslandSF.org



Redevelopment is still important without agency

By: **SF Examiner Editorial** | 01/22/12 4:00 AM

SF Examiner Editorial

When the California Supreme Court on Dec. 29 upheld Gov. Jerry Brown's elimination of redevelopment agencies across the state, there was rejoicing among some property rights advocates. They have decried the abuse of redevelopment by officials using eminent domain to bulldoze people's homes to make way for shopping malls, theme parks, stadiums, waterfront development and other crony capitalist deals.

But while there have been abuses, there has also been much good that has come via the redevelopment process, which allows cities to spend a portion of local tax dollars on local public improvement projects instead of sending it to Sacramento and hoping some of it will come back to provide some kind of benefit. San Francisco, in particular, has benefited greatly from redevelopment.

The Hunters Point Shipyard-Candlestick Point redevelopment project is spending \$8 billion to transform a 700-acre former military base into a thriving community of more than 25,000 residents in San Francisco's southeast corner. It will include office, research and development, retail and arts and community spaces along with 350 acres of parkland. It's projected to create more than 12,000 permanent jobs.

The Treasure Island redevelopment project will provide more than 8,000 residential units, 100,000 square feet of commercial space and 300 acres of park and open space on that under-utilized 550-acre island in the next two decades.

The Mission Bay Drive and Circle project is transforming 300 acres of environmentally impacted former rail yards into a thriving neighborhood, with affordable housing and open space. The redevelopment area includes 14 acres that will become the \$2 million headquarters for Salesforce.com, which will create at least 8,000 permanent jobs.

The San Francisco Redevelopment Agency has spent \$428 million creating more than 11,000 low- and moderate-income homes, improving blighted neighborhoods and generating hundreds of permanent jobs. In addition, redevelopment has helped provide world class convention facilities and museums around Yerba Buena Garden.

Fortunately, Mayor Ed Lee has pledged to continue the good work being achieved at these and other redevelopment projects throughout The City, including the Transbay Transit Center, Parkmerced and the Central Market area.

“San Francisco will not let the elimination of redevelopment agencies impede our progress in moving The City forward,” he said. “We will keep creating jobs, boosting economic development and building critical infrastructure in our city.”

Earlier this month Lee introduced a resolution at the Board of Supervisors meeting to transfer redevelopment assets, obligations and functions into a successor agency of the San Francisco Redevelopment Agency. Existing affordable housing goals and commitments will be transferred to the Mayor’s Office of Housing. Lee plans to seek state legislation and local tools to finance affordable housing. The City will also continue workforce and local hire programs as well as neighborhood revitalization, including small business support and corridor façade and public space improvements.

Where there’s a will, there’s a way. Lee definitely has the will. We look forward to seeing the way that redevelopment’s benefits proceed in The City even without a redevelopment agency.

URL: <http://www.sfexaminer.com/opinion/editorials/2012/01/redevelopment-still-important-without-agency>

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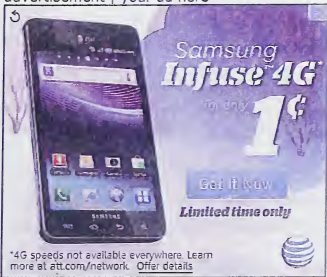
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SFGate.com

S.F. America's Cup plan calls for transit boost

Michael Cabanatuan, John Coté, Chronicle Staff Writers
Wednesday, January 18, 2012

(01-19) 13:08 PST San Francisco -- The so-called People Plan for the America's Cup calls for keeping as many cars as possible out of the city and, especially, away from the waterfront where most of the race activity will be situated.



The advertisement features a Samsung Infuse 4G smartphone on the left, displaying its home screen with various app icons. To the right of the phone, the text reads "Samsung Infuse™ 4G" in a stylized font, followed by "to only 1¢" in large, bold numbers. Below this, a blue button says "Get it now" and the text "Limited time only" is displayed. At the bottom left of the ad, small text states: "4G speeds not available everywhere. Learn more at att.com/network. Offer details". The AT&T logo is in the bottom right corner.

To haul the crowds on transit, the proposed plan calls for increasing service with no new construction planned. Bike sharing would be encouraged and new bike routes established. A multiuse path would take up one lane of the Embarcadero to make more space for pedestrians, bicyclists and folks using other means of non-motorized transportation.

A new Muni line - the E line - would run from Caltrain to Fisherman's Wharf on existing tracks using historic streetcars but would not be extended west to Fort Mason in time for the Cup. Muni would also add an F-line shuttle between the Ferry Building and the Wharf, and an Embarcadero-to-West Portal shuttle in the Market Street subway.

Extra service, including limited-stop and express buses, would be added on routes connecting BART stations and other regional transit centers with waterfront viewing spots. Lines getting extra service would include the 30-Stockton, 47-Van Ness, 22-Fillmore, 28-19th Avenue, 43-Masonic and 108-Treasure Island.

In addition, Golden Gate Transit will route buses headed to and from the Golden Gate Bridge through the Financial District and along the waterfront, making local stops and picking up and dropping off riders traveling within San Francisco, something that's not done now. AC Transit will add service between the East Bay and Treasure Island.

"People will be driving cars, we know that," said **Peter Albert**, a planner for the Municipal Transportation Agency working on the plan. "We want to intercept them outside San Francisco."

The plan calls for capturing them at regional park-and-ride hubs at transit centers and sticking them on BART, Caltrain, Capitol Corridor, ferry and bus lines into San Francisco. Drivers will be steered toward satellite facilities including the lot at AT&T Park; the Fifth and Mission, Civic Center, Lombard Street, and 12th and Kissling garages; and sites west of Divisadero Street.

Parking near the waterfront will be restricted to race organizers and other priority users. Cost estimates are still being developed, but the plan is to pay for the increased service by fundraising.

- *Michael Cabanatuan*

On the hot seat: Sometimes it's a little tough being the innovation mayor.

Mayor **Ed Lee**, the first Asian American mayor of San Francisco and the toast of the city's Chinese American community, found himself in a somewhat awkward position at an event to announce the formation of a high-tech political and civic group that will partner with the city on job training.

Silicon Valley angel investor **Ron Conway**, one of Lee's biggest political backers, had the mike at the sf.citi event and was responding to a question about two bills in Congress that are supposed to curb Internet piracy but have faced stiff resistance in the tech realm.

"These bills are tantamount to censorship on the Internet," Conway said, adding that he and Netscape co-founder **Marc Andreessen** had recently discussed them with super talent agent **Ari Emanuel**.

"Marc Andreessen had the most concise description to Ari Emanuel: 'Do you want to turn the United States into China, where all content is censored?'" Conway said.

Lee, standing just behind Conway, seemed to flash an awkward look at that line. Besides embracing tech companies in his bid to make San Francisco the "innovation capital of the world," one of Lee's other major talking points is making the city a business gateway to Asia, particularly China. Lee has touted the city's ChinaSF program, which tries to entice Chinese companies to set up offices in San Francisco, and his first official trip abroad as mayor, planned for late March or early April, is to - you guessed it - China.

Not to mention that Sen. **Dianne Feinstein**, one of Lee's major supporters, is a co-sponsor of the controversial Internet legislation, which is backed by Hollywood media companies.

Lee is formulating his position on the Internet bills, mayoral spokeswoman **Christine Falvey** said.

- *John Côté*

E-mail the City Insider team at cityinsider@sfchronicle.com.

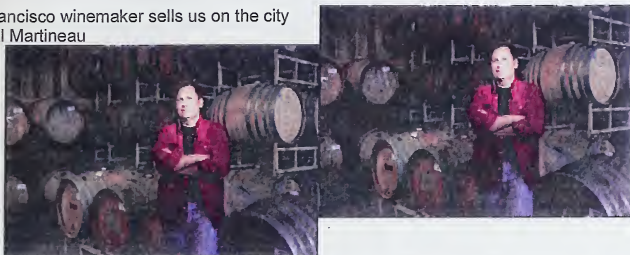
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This article appeared on page **C - 1** of the San Francisco Chronicle

Urban Winemaking: Cities > Rolling Hills?

San Francisco winemaker sells us on the city
Chantal Martineau

In the
mid-
19th



century, it would not have been very unusual for city folk to get their wine from a local winery. Unfortunately, the end of Prohibition did not bring wineries back to urban areas, and wine became associated with the pastoral settings in which grapes are grown. But contrary to popular perception, you don't need a vineyard to make wine – at least, not your own vineyard. You can always buy grapes from growers and press them wherever you like. A growing number of urban winemakers around the country are doing just that: bringing grapes in from the countryside and making wine smack in the middle of their beloved city.

Jim Mirowski is one such city vintner; he heads up **Treasure Island Wines**, the first operation to set up shop on the namesake less-than-square-mile San Francisco island. There are now four wineries on the manmade land mass that sits in the Bay halfway between San Francisco and Oakland. And a couple dozen total in the East Bay area of the city.

"Folks associate wineries with vineyards," says Mirowski. "We bring in fruit from all over the state – Napa, the Sierra Foothills, Monterey. People always ask, 'Do you actually grow grapes on Treasure Island?' The answer is no. But we have advantages they don't have in the country."

For one such example, there's proximity to the market. Anyone who has ever toured wine country knows that getting around is a major concern. With urban wineries, there is no need for designated drivers; you can take public transport from tasting room to tasting room. Plus, with the ever-growing demand for local products, urban winemakers have a ready and willing clientele at their nearby disposal. There are also a number of environmental advantages to being in an urban setting.

"Our place is incredibly more efficient than any other winery of equal size," adds Mirowski. "I use the Bay Area at night to cool my barrels, so I'm not running big chillers all year round like they do up in Napa or Sonoma. And there's an urban garden across the street that I worked out a deal with to create a big compost pile so we don't have to haul out our [organic] waste."

Of course, having a winery as a neighbor in close metropolitan quarters isn't always the dream scenario it sounds like. During crush time, wineries are processing grapes 24/7, a noisy endeavor, especially in the wee hours. But your winery neighbor is sure to make it up to somehow. Mirowski says being generous with wine samples usually does the trick.

"The thing is to know your neighborhood. Forge some bonds with the community. If there's production going on, we take people in the back and give them barrel tastings. We try to take some of the mystique out of it and show people how wine is made, so they get that we're making wine from grape juice. It's real. It's tangible. And it's personal."

More wine stories on Food Republic:

- [5 White Wines For Winter](#) ^[4]
- [The Trouble With Wine Tasting](#) ^[5]
- [Mulled Wine Recipe](#) ^[6]

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Collaboration key to San Francisco's success in 2012

By: Steve Falk | 01/04/12 2:44 PM

Special To The SF Examiner

As we start the new year, San Francisco appears united to take on jobs and the economy.

The lingering recession paved the way for a renewed focus on employment and economic development in the past year. Alliances between business and labor strengthened through projects at Treasure Island and Parkmerced. A collaborative new approach to policymaking emerged with pension reform. The stars are now aligned, and San Francisco is poised to create significant economic recovery in the year ahead.

Like most cities, San Francisco's progress on economy-boosting initiatives often starts — and stops — at City Hall. Thankfully, Mayor Ed Lee and the Board of Supervisors seem committed to creating jobs and stimulating the economy.

According to the 2011 year-end Paychecks & Pink Slips Scorecard that the Chamber of Commerce released earlier this week, the Board of Supervisors voted in favor of jobs more than 75 percent of the time in the past year.

Individual scores of even the lowest-scoring supervisors improved. Overall, the chamber gave the board a year-end ranking of 82 percent — up from 60 percent in 2010 — on its actions to spur employment, stimulate the economy and improve government efficiency.

Unlike many other cities, San Francisco's business community and pro-growth labor unions often work together to advance key projects and policies. These ties were strengthened in the past year when six local business organizations, 12 labor unions and several community groups came together through the Alliance for Jobs and Sustainable Growth to support job-boosting projects at Treasure Island and Parkmerced.

These collaborative efforts not only helped create nearly 40,000 jobs for San Francisco, they helped set the stage for broader and deeper collaboration on one of The City's most significant issues: pension reform.

Led by Lee, the Yes on C Pension Reform campaign from the November 2011 election solidified the collaborative approach to policymaking that will carry on in 2012. Organized by the late Warren Hellman and co-chaired by the chamber and the San Francisco Labor Council, the Yes on C campaign brought together government, business and labor to discuss, compromise and advance much-needed pension and health benefit reform, which is now helping The City save more than \$1 billion over 10 years.

2012 will not be without its challenges. San Francisco's unemployment rate, while declining, is unacceptable at 7.8 percent. Federal and state budget cuts will continue to impact local services. And

November's presidential election will include a slew of California tax measures. Simultaneously, San Francisco will renegotiate labor agreements with nearly every city union and attempt to remake its business tax system.

As we prepare to face these challenges, the chamber remains focused on jobs and committed to working collaboratively with our partners to grow our economy and put people back to work in 2012.

Steve Falk is president and CEO of the San Francisco Chamber of Commerce.

URL: <http://www.sfexaminer.com/opinion/op-eds/2012/01/collaboration-key-san-francisco-s-success-2012>

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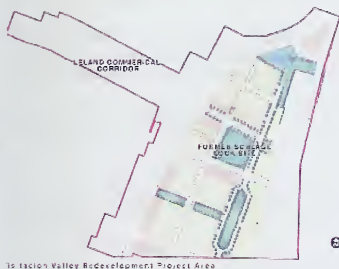
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Following court ruling, SF Redevelopment seeks a "legislative fix"

By *rebecca*

Created 12/29/2011 - 6:49pm



Redevelopment agencies were dealt a statewide hit after a unanimous ruling Dec. 29 by the California Supreme Court decided not only that lawmakers had the ability to terminate the agencies, but that those agencies could not continue forward with redevelopment projects as smaller entities.

Assembly Bills 1X 26, which eliminates redevelopment agencies but makes existing redevelopment housing projects an "enforceable obligation," and 1X 27, which would have required agencies to make payments to the state of California in exchange for continuing to exist in smaller form, both came under scrutiny by the state Supreme Court. AB26 was upheld, but AB27 was considered illegal.

While large-scale redevelopment projects in San Francisco have generated no shortage of criticism and controversy, Mayor Ed Lee described the decision as disappointing and harmful for the city's future.

"Redevelopment has not only played a critical role in creating jobs, transforming disadvantaged communities and delivering affordable housing, but it has spurred economic growth for our entire City at a time when we needed it most," Lee said in a statement issued earlier today.

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Gov. Jerry Brown introduced the idea of eliminating redevelopment agencies about a year ago as part of budget cuts designed to revitalize the state economy, as the Guardian reported ⁽¹⁾ last January. Today's decision, which leaves the state with \$1.7 billion more to work with in the first year of implementation of this plan, may help cushion the blow as state legislators seek to balance the budget.

However, the San Francisco Redevelopment Agency isn't giving up.

"We are aggressively looking at solutions, most likely a legislative fix, to provide for redevelopment to continue," S.F. Redevelopment Agency executive director, Tiffany Bohee, told the Guardian. "The state will do what it needs to do to fill the hole [in the state budget] but there are unintended consequences."

Private funding from companies like Lennar Homes supplementing state funding has made the continuation of redevelopment projects in San Francisco's Mission Bay, Bayview Hunters Point Shipyard, and Treasure Island possible. Lee maintains that these areas will remain unaffected.

The legislation does, however, affect future projects. "We call on the state to find a legislative solution to this problem" Lee's statement noted. "And while we are committed to working with the state, we have already started to look at local solutions and alternatives."

Bohee echoed the mayor's resolve. "We are committed to the long haul and focused on what the next steps are," she said.

Lisa Carmack

Source URL: <http://www.sfbg.com/politics/2011/12/29/following-court-ruling-sf-redevelopment-seeks-legislative-fix>

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Calif. wins OK to abolish redevelopment agencies

Marisa Lagos, Chronicle Staff Writer

Friday, December 30, 2011



The California Supreme Court dealt a deathblow to the state's 60-year-old redevelopment program, ruling Thursday that lawmakers had the authority to eliminate the economic development program and striking down a law that would have allowed the agencies to exist in smaller form.

The ruling was the worst-case scenario for cities, which argued they needed the program to spur economic development in blighted areas and create jobs - but it was a win for Gov. Jerry Brown.

Brown argued that the state should no longer fund the program because those public dollars could be better spent on education and law enforcement. He praised the high court's decision.

"Today's ruling by the California Supreme Court validates a key component of the state budget and guarantees more than a billion dollars of ongoing funding for schools and public safety," he said.

The ruling will force redevelopment agencies to put the brakes on proposed projects, such as San Francisco's Mid-Market revitalization, and could cast uncertainty on approved projects, including the city's redevelopment of the Hunters Point Shipyard and Mission Bay area. That's because while state law allows redevelopment agencies to finish approved projects and pay off existing debt, the court ruling could spook bond investors needed to fund those projects.

Bad news for oakland

It's also bad news for cities such as Oakland, which rely on redevelopment money to pay for police officers and other city services.

The decision takes effect immediately, though the court gave redevelopment agencies four months to meet some legal deadlines tied to shutting down the program.

Supporters of the program, including San Francisco Mayor Ed Lee, immediately called on lawmakers to find a legislative fix that allows cities to preserve redevelopment, and leaders at the California Redevelopment Association said a bill to revive some form of redevelopment could be introduced as soon as next week.

"It's unlikely that the Legislature intended to dissolve redevelopment agencies without an option to maintain true job creation, infrastructure and affordable housing projects," Lee said in a written statement.

Projects under way ok

Lee noted that while "major projects well under way such as the Mission Bay, Bayview Hunters Point Shipyard and Treasure Island can keep going ... continued future progress on developing affordable housing, revitalizing blighted neighborhoods and generating the resources to fund urban infill development and infrastructure" are at risk.

The ruling comes five months after the statewide Redevelopment Association and League of California Cities sued the state over two bills approved by lawmakers and signed by the governor in June as part of a larger package to solve the state's multibillion-dollar budget deficit.

The 2 state laws

Under AB26 and AB27, the state's 390 redevelopment agencies would cease to exist unless they agreed to pay \$1.7 billion this year and \$400 million in future years toward schools and other public programs such as special fire districts. Redevelopment programs currently receive about \$5.7 billion a year.

On Thursday, the high court unanimously ruled that AB26, which eliminated the agencies, was legal because redevelopment agencies "were created by statute and can therefore be dissolved by statute."

But the court said AB27, which would have forced agencies to pay schools and other public programs in order to stay in business, was not allowable.

Chief Justice Tani Cantil-Sakauye dissented on that ruling while the other six members of the court concluded that the law was unconstitutional because it required redevelopment agencies to give a portion of their funding to other programs. The majority said that requirement violated Proposition 22, a measure approved by voters to protect local funding from state raids.

While supporters of the program intend to work with lawmakers in the new year to write new legislation to reinstate some form of redevelopment, it's not clear whether majority Democrats would embrace such a proposal - or if Brown would sign it.

Brown initially proposed eliminating redevelopment entirely, but Democratic leaders in the Legislature created the smaller, alternative program under AB27 as a compromise to get some of their members on board.

In a statement, Assembly Speaker John Pérez called the court ruling a "mixed result."

Not ready to give up

"Despite the court's action blocking our creation of the smaller (redevelopment agencies) that protected affordable housing funding, we remain committed to finding affordable housing solutions and making smart economic development investments in our local communities," he said.

Jim Kennedy, interim director of the California Redevelopment Association, was optimistic that a bill would be written. He said redevelopment supporters are already talking to lawmakers and that legislation could be introduced as early as next week.

"We think it's abundantly clear that the Legislature did not intend to abolish redevelopment ... and we do still believe there is a willingness on the part of the Legislature ... to work with us and find a viable alternative to keep redevelopment intact," he said.

Redevelopment was created in 1945 as a postwar blight-removal effort paid for primarily by federal grants. Within a few years, it morphed into its current form: a financing structure that allows redevelopment agencies to fund capital improvements by borrowing against future increases in property tax revenues in a redevelopment area.

Critics say the economic development program has moved away from its initial intent and become a slush fund for developers and other private interests.

'Victory' for taxpayers

"For far too long, California taxpayers have financed obscure government agencies that use taxpayer dollars and their power of eminent domain to benefit politically connected developers. During these tough economic times, developers should not be on the public dole while police officers and teachers are getting pink slips," said Marko Mlikotin, president of the California Alliance to Protect Private Property Rights - a coalition that includes family farmers and taxpayer advocates that praised the ruling as "a victory for California taxpayers."

But supporters such as the Non-Profit Housing Association of Northern California say the decision will be "devastating to millions of low-income Californians who have been hardest hit by the largest economic recession the state has seen in years."

"Redevelopment funds are the largest local funding source for affordable homes and rental housing," the association stated. "Over the coming years the loss of this funding will mean thousands more Californians living on the streets and tens of thousands more living in overcrowded and substandard conditions."

Reactions to the redevelopment agency ruling

"Today's decision validated important powers of the Legislature to conduct the people's business."



Senate President Pro Tem Darrell Steinberg, D-Sacramento

"Unfortunately, this decision could eliminate a powerful tool for creating local jobs."

State Board of Equalization member Betty Yee

"Redevelopment is indispensable to cities to spur economic development, create jobs and improve communities."

Chris McKenzie, executive director of the League of California Cities

"This decision comes at the worst time when millions of Californians continue to lose their jobs to a struggling economy and their homes to foreclosure."

Peggy Lee, acting executive director of the Non-Profit Housing Association of Northern California

"I am ready to meet with legislators right away to figure out a way to restore redevelopment."

State Building and Construction Trades Council President Bob Balgenorth

"Today's ruling is a victory for California taxpayers and private property rights."

Marko Mlikotin, president of the California Alliance to Protect Private Property Rights

"Without immediate legislative action to fix this adverse decision, this ruling is a tremendous blow to local job creation and economic advancement."

Julio Fuentes, president of the California Redevelopment Association's board of directors

"We are extremely disappointed with the court's ruling. ...What's at risk for us in San Francisco is our long-term ability to build affordable housing."

Tiffany Bohee, interim head of the San Francisco Redevelopment Agency

E-mail Marisa Lagos at mlagos@sfchronicle.com.

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2011/12/30/MN6R1MI73D.DTL>

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San Francisco revitalization money is in the hands of judges

By: Dan Schreiber | 12/27/11 10:07 PM

SF Examiner Staff Writer

Future funding for revitalizing blighted areas in San Francisco hinges on the results of a California Supreme Court ruling expected in the coming weeks.

Gov. Jerry Brown pointed to city redevelopment agencies as cash-wasting bureaucracies when he took office in January, and he signed a pair of bills last summer that allow them two options: Go away completely or rely much more heavily on financing from local governments.

The California Redevelopment Association and other groups sued the state in July over the bills, calling them a violation of the 2010 voter-approved Proposition 22, which prevents the state from "raiding" local coffers to make up for its mounting debt.

Redevelopment Commissioner Rick Swig said the best-case scenario might actually be the Supreme Court upholding the state's ability to eliminate the agencies.

"If the judge overrides them, the governor is going to find a more punitive way to get rid of redevelopment," Swig said, adding that the agency simply needs closure on the turmoil. "We're ready to go. We've been ready to go."

The San Francisco Redevelopment Agency's interim executive director, Tiffany Bohee, echoed that sentiment.

"We are anxious to get resolution and get back to business," Bohee said.

She added that improvements in the real estate market suggest more promise for private investment in three major projects — Hunters Point, Treasure Island and Mission Bay, the latter of which already has the massive new Salesforce.com headquarters moving forward.

In any case, the Redevelopment Agency and Mayor Ed Lee say they are prepared to move



COURTESY RENDERING

Promise: The San Francisco Redevelopment Agency says an improved real estate market suggests more promise for private investment in major projects in Hunters Point and Mission Bay.



forward on keeping the agency alive, starting with a first-year commitment of \$14.5 million in local funds. Lee said some of that money would come from The City's general fund — which pays for basic services such as streets — plus another funding mechanism that's yet to be announced.

"We already have a plan in place to present," Lee said, referring to the need for Board of Supervisors approval on the agency's funding future.

Although the agency has been executing work that was under contract before the state bills passed, it has been forbidden for months from starting new projects. The agency's budget for the 2012-13 fiscal year amounts to \$110 million.

dschreiber@sfxaminer.com

URL: <http://www.sfxaminer.com/local/2011/12/san-francisco-revitalization-money-hands-judges>

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Bay Bridge bike path plans move forward

Michael Cabanatuan, Chronicle Staff Writer

Tuesday, December 13, 2011

There's no money to pay for a half-billion-dollar bike path across the Bay Bridge's west span, but plans are proceeding to get cyclists and pedestrians across the bridge from Yerba Buena and Treasure islands to San Francisco.

Those plans, still in the early stages, will be presented at an open house from 5:30 to 7:30 p.m. today at the San Francisco County Transportation Authority board room, 100 Van Ness Ave., 26th Floor. Presentations will take place at 6 and 6:45 p.m.

The new east span of the Bay Bridge, due to open in 2014, includes a bike path that will allow bicyclists and pedestrians to peddle or stroll to Yerba Buena and Treasure islands from Oakland for the first time. But the west span, though recently renovated to withstand earthquakes, still lacks a bike lane.

That's been a point of contention for bicyclists, who've leaned on Caltrans and the Bay Area Toll Authority, which oversees operation of the Bay Area's state-owned toll bridges, to complete the connection across the Bay Bridge.

"Our members are really excited about being able to bike across the new Bay Bridge," said Renee Rivera, executive director of the East Bay Bicycle Coalition. "But they're only going to be able to get halfway (to San Francisco). They want to be able to get all the way across."

Earlier studies concluded that the best way to add a bike lane to the west span is to attach it to the sides, and suggested that it could also be used to provide maintenance access for Caltrans, minimizing the need to close lanes on the bridge as it does now.

The new study says the path should be cantilevered off both sides of the upper deck. Bicyclists and pedestrians would use the northern path, the study recommends, and Caltrans could use the southern path, though it would be possible to share both paths.

The additional weight of the two paths could cause the bridge to flatten a bit, reducing clearance through the main shipping channel, the study says. It could be solved by either shortening the suspender cables - something that hasn't been done on a similar bridge - or by replacing the bridge decks with a lighter material.

Fry's ELECTRONICS

15.6" NOTEBOOK
3GB MEMORY 120GB HARD DRIVE \$388

55" CLASS HDTV LCD
FULL HD 1080P 120HZ DYNAMIC IMAGE \$799

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Much of the study is dedicated to plotting possible connections from the east span, around Yerba Buena Island, and onto the west span, as well as finding an appropriate alignment and landing for the path on the San Francisco side, where space is at a premium, and development is continuing.

To get from the east span to the west span, cyclists would take a route along the south side of the island, crossing over the tunnel, then looping around to the west span along one of two alignments cut out of the steep hillside. In San Francisco, the path could connect to one of six locations South of Market, including the rooftop garden of the new Transbay Terminal, the Beale Street dog park now being built on Folsom Street.

But the biggest obstacle to getting the path built is money. The study estimates the cost at \$500 million to \$550 million in 2011 dollars. The cost escalation, of course, would depend on several factors, including when funding is found. Then it would take about 10 years of engineering, design and construction.

"Just because we're articulating a west span bike path doesn't mean this thing is right around the corner," said Randy Rentschler, spokesman for the toll authority.

Despite those uncertainties, Leah Shahum, executive director of the San Francisco Bicycle Coalition, said the study makes the possibility of pedaling from Oakland to San Francisco closer to reality.

"It moves the idea of a bike/pedestrian/maintenance pathway from the idea stage to the official project stage," she said. "Now we can seek funding."

E-mail Michael Cabanatuan at mcabanatuan@sfchronicle.com.

<http://sfgate.com/cgi-bin/article.cgi?f=/c/a/2011/12/13/BAND1MBLAU.DTL>

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AGENDA ITEM 6b
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 8, 2012

Subject: Resolution Retroactively Approving and Authorizing the Execution of a First Amendment to Sublease No. 381 with the Treasure Island Homeless Development Initiative, a California nonprofit corporation, Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation, for use of the Casa de la Vista, the Chapel, Fogwatch Picnic Area, Lobby of the Main Administration Building, and Pavilion By The Bay, Treasure Island.

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

A joint venture comprised of the Treasure Island Homeless Development Initiative ("TIHDI"), Toolworks, and Wine Valley, Inc., (hereafter collectively referred to as the "JV"), are currently managing event venues on Treasure Island, namely at the Casa de la Vista, the Chapel, the Fogwatch Picnic Area, the Lobby of the Main Administration Building, and the Pavilion By the Bay (the "Event Venues District"). The JV has successfully provided employment and job training for homeless, at risk and/or disabled residents while maintaining event rental revenue for the Treasure Island Development Authority (hereafter referred to as the "Authority") during this challenging economic downturn.

On November 12, 2008, the Authority approved Sublease No. 98 with the JV for the exclusive right to market, operate, and manage the Event Venues District for the purpose of operating special events on Treasure Island. At the March 11, 2009 Board meeting, the Authority Board approved a First Amendment to Sublease No. 98 that (i) increased the Premises to include the Pavilion By the Bay; and (ii) modified the event rental fees for the Premises. At the November 18, 2009 Board meeting, the Authority Board approved a Second Amendment to Sublease No. 98 that (i) modified event rental fees for the Casa de la Vista and the Library; (ii) decreased the catering buyout fee; (iii) limited venue discounts; and (iv) extended the Sublease Term to November 30, 2010. At the July 14, 2010 Board meeting, the Authority Board approved a Third Amendment to Sublease No. 98 that (i) removed the Library from the Premises; (ii) delayed the Effective Date for the commencement of Base Rent for the Pavilion By The Bay from September 1, 2009 to January 1, 2010, and (iii) increased Monthly Base Rent for the Pavilion By The Bay. On December 1, 2010, the Authority entered into a new Sublease No. 381 with the JV for the Event Venues District that replaced Sublease No. 98 and extended the term through November 30, 2011.

Under this proposed First Amendment to Sublease No. 381, event rental fees and the resulting Base Rent payable for Parcels A through D is modified to reflect economic and market

conditions based on Project Staff's Competitive Analysis (attached as Exhibit "C") of similar Bay Area special event venues. Project Staff's revisions include a 50% discounted Sunday through Thursday rates for Casa De la Vista and Building One in order to be more competitive with similar venues. For the Chapel, Project Staff proposes a non-catering rate reduction from \$1,500 to \$1,000 in order to attract off - Island businesses and encourage other on-Island event venues to utilize the facility. Project Staff believes these changes will allow our event venues to be more competitive within the market resulting in increased booking of the venues.

Over the past fiscal year, the JV has been challenged with booking events at the Pavilion By the Bay, given the current economic climate. These lack of bookings have made it difficult for the JV to meet the existing Base Rent obligation, which is structured to provide a 3 year return on investment to The Authority. This rent structure has proven to be burdensome on the JV due to current lack of demand. The JV has proposed and Project Staff concurs that a reduction in Base Rent from \$9,500 to \$8,800 per month commencing retroactively on December 1, 2011 is critical in order for the JV to continue its management of the event venues, and its mission to create jobs and training opportunities on Treasure Island. Further, this will not have any impact on the Authority's original payment schedule.

AMENDMENT TERMS AND CONDITIONS

JV will sign the Authority's standard form Amendment to Sublease document. The salient terms and conditions of the proposed First Amendment include the following:

Premises: Parcel A: Casa de la Vista; Parcel B: The Chapel; Parcel C: Fogwatch Picnic Area; Parcel D: Lobby of the Main Administration Building; and Parcel E: Pavilion By The Bay.

Location: Treasure Island

Effective Date: December 1, 2011

Lease Expiration Date: November 30, 2012

Lease Term: Month-to-Month

Base Rent: "Parcel A: \$1,975.00 per day for each Sunday, Monday, Tuesday, Wednesday, Thursday, and \$3,950.00 for each Friday and Saturday rental of the Casa de la Vista;

Parcel B: \$700.00 per day for each event rental with catering services, and \$1,000.00 per day for each event rental without catering services, of the Chapel;

Parcel C: \$500.00 per day for each day of event rental of the Fogwatch Picnic Area;

Parcel D: \$1,750.00 per day for each Sunday, Monday, Tuesday, Wednesday, Thursday, and \$3,500.00 for each Friday and Saturday rental of the Building One Lobby; and

Parcel E: \$8,800.00 per month.

Base Rent for Parcels A through D shall be reduced in accordance with any discounts provided to eligible entities and persons under the Event Venue Rate Schedule attached hereto as Exhibit B.

If Sublandlord, in its sole and absolute discretion, approves one or more extensions of the Sublease Term beyond November 30, 2012, then the Base Rent for Parcels A through D shall be reviewed and revised by Sublandlord on an annual basis; provided however, the Monthly Base Rent for Parcel E (Pavilion By the Bay) shall be no less than the following schedule unless approved by the Sublandlord in its sole and absolute discretion:

December 1, 2012 to November 30, 2013 -- \$8,800.00 per month"

RECOMMENDATION

The Project Staff recommends that the Authority Board of Directors retroactively approve the proposed First Amendment to Sublease No. 381 with the JV, and authorize the Director of Island Operations or her designee to execute said First Amendment for the rental of Parcel A: Casa de la Vista; Parcel B: The Chapel; Parcel C: Fogwatch Picnic Area; Parcel D: Lobby of the Main Administration Building; and Parcel E: Pavilion By The Bay, on Treasure Island, for a month-to-month term, and subject to the additional terms and conditions set forth above.

EXHIBITS:

EXHIBIT A: First Amendment to Sublease No. 381 between the Treasure Island Development Authority and the Treasure Island Homeless Development Initiative, a California nonprofit corporation, Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation

EXHIBIT B: Event Venue Rate Schedule

EXHIBIT C: Venue Rate Competitive Analysis

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

FIRST AMENDMENT TO SUBLEASE NO. 381

THIS FIRST AMENDMENT TO SUBLEASE (this "First Amendment"), dated for reference purposes only as of December 1, 2011, is by and among the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation ("Sublandlord"), and the TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE, a California non-profit corporation ("TIHDI"), TOOLWORKS, a California non-profit corporation ("Toolworks"), and WINE VALLEY, INC., a California corporation ("Wine Valley") (collectively, "Subtenant").

RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease dated for reference purposes as of December 1, 2010 (the "Original Sublease"), for Parcel A: Casa de la Vista; Parcel B: The Chapel; Parcel C: Fogwatch Picnic Area; Parcel D: Lobby of the Main Administration Building; and Parcel E: Pavilion By The Bay, Treasure Island, San Francisco, California, as more particularly described in the Original Sublease. The term of the Original Sublease expires on November 30, 2011.

B. Sublandlord and Subtenant desire to amend the Original Sublease to extend the Term and adjust Base Rent on the terms and conditions set forth in this First Amendment.

C. The Original Sublease and this First Amendment shall collectively be referred to as the "Sublease". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Sublease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Sublandlord and Subtenant hereby amend the Sublease as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. **Effective Date.** The effective date of this First Amendment shall be December 1, 2011 (the "Effective Date").

3. **Term.** As of the Effective Date, the Term described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Commencement date: December 1, 2010
Expiration date: November 30, 2012

Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party."

4. **Base Rent.** As of the Effective Date, the Base Rent described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Parcel A: \$1,975.00 per day for each Sunday, Monday, Tuesday, Wednesday, Thursday, and \$3,950.00 for each Friday and Saturday rental of the Casa de la Vista;

Parcel B: \$700.00 per day for each event rental with catering services, and \$1,000.00 per day for each event rental without catering services, of the Chapel;

Parcel C: \$500.00 per day for each day of event rental of the Fogwatch Picnic Area;

Parcel D: \$1,750.00 per day for each Sunday, Monday, Tuesday, Wednesday, Thursday, and \$3,500.00 for each Friday and Saturday rental of the Building One Lobby; and

Parcel E: \$8,800.00 per month.

Base Rent for Parcels A through D shall be reduced in accordance with any discounts provided to eligible entities and persons under the Event Venue Rate Schedule attached hereto as Exhibit G.

If Sublandlord, in its sole and absolute discretion, approves one or more extensions of the Sublease Term beyond November 30, 2012, then the Base Rent for Parcels A through D shall be reviewed and revised by Sublandlord on an annual basis; provided however, the Monthly Base Rent for Parcel E (Pavilion By the Bay) shall be no less than the following schedule unless approved by the Sublandlord in its sole and absolute discretion:

December 1, 2012 to November 30, 2013 -- \$8,800.00 per month"

5. **Exhibit G.** As of the Effective Date, Exhibit G the Sublease is hereby deleted in its entirety and replaced with the following Exhibit G attached hereto.

6. **Counterparts.** This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

7. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this First Amendment to Sublease at San Francisco, California, as of the date first above written.

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Mirian Saez
Director of Island Operations

SUBTENANT:

TREASURE ISLAND HOMELESS DEVELOPMENT INITIATIVE,
a California non-profit corporation

By: _____
Sherry Williams
Its: Executive Director

TOOLWORKS,
a California non-profit corporation

By: _____
Steven Crabiell
Its: Executive Director

WINE VALLEY INC.,
a California Corporation doing business as Wine Valley Catering

By: _____
Peter McCaffrey
Its: CEO

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

EXHIBIT B:
EVENT VENUE RATE SCHEDULE

EXHIBIT "G"
TREASURE ISLAND DEVELOPMENT AUTHORITY
FY 2012/13 EVENT VENUE RATE SCHEDULE

VENUE	Friday & Saturday	Sunday -- Thursday
Parcel A: Casa de la Vista	\$3,950	\$1,950
Parcel B: Chapel	\$700 with Catering \$1,000 No Catering	\$700 with Catering \$1,000 No Catering
Parcel C: Fogwatch Picnic Area	\$500 \$250 (Island Residents)	\$500 \$250 (Island Residents)
Parcel D: Building 1 Lobby	\$3,500	\$1,750

DISCOUNTS

Active City and County of San Francisco Employees
Treasure and Yerba Buena Island Residents
Non- Profits with 501c3 Status
Active Military and Veterans
Receive a 20% discount on Venue Pricing.
Treasure and Yerba Buena Island Residents
Receive a 50% discount on the Fogwatch Picnic Area.

BUYOUT

Venue and Catering Food Buyout at the time of booking Facility.

Casa de la Vista: \$7,950 for Friday & Saturday, and
\$4,500 for Sunday through Thursday venue & catering buyout;
Chapel: not applicable;
Fogwatch Picnic Area: not applicable; and
Building 1 Lobby: \$8,500 for Friday & Saturday, and
\$5,500 for Sunday through Thursday venue & catering buyout.

RATES ARE SUBJECT TO CHANGE (Approved by TIDA Board 2/8/2012)

EXHIBIT C:
VENUE RATE COMPETITIVE ANALYSIS

RATE COMPARISON-BUILDING 1

VENUE	MAX SEATED CAPACITY	SITE RENTAL FEES	RENTAL PERIOD	EXTRA HOUR CHARGE	TABLES CHAIRS	DANCE FLOOR	CATERER
Building 1 Treasure Island	500	\$3,000	8 hours		NO	NO	BYO
Shrine Event Center-Livermore	450	\$800-\$3,500	8 hours		YES	YES	List
Legion of Honor	370	\$5000 min	8 hours	\$1,500	YES	YES	List
Asian Art Museum-SF	400	\$6,500 min	8 hours		NO	YES	List
Julia Morgan Ballroom	350	\$8,500	16 hours		YES	YES	BYO
SF MOMA		\$15,000	5 hours		NO	NO	List
City Club of San Francisco	460	\$2,500 +F&B min	5 hours		YES	YES	\$\$\$
SF Ferry Building	300	\$8000 min	5 hours	\$300	YES	YES	\$\$\$
San Francisco City Hall Rotunda	500	\$10,000	10 hours	\$500	NO	NO	List
SF Design Center Galleria	300	\$6,000	8 hours		YES	YES	BYO

RATE COMPARISON-CASA DE LA VISTA

VENUE	MAX SEATED CAPACITY	SITE RENTAL FEES**	RENTAL PERIOD	EXTRA HOUR CHARGE	TABLES CHAIRS	DANCE FLOOR	CATERER
CASA DE LA VISTA (JV)	180	\$3,950	8 hours		YES	NO	WVC
SF FILM CENTER-PRESIDIO	180	\$700-\$5,000	8 hours	\$150-\$250	NO	YES	List
HAMLIN MANSION	200	\$6,000	4 hours		SOME	YES	\$\$\$
BRAZILIAN ROOM	150	\$1,900-\$3,800	7 hours	\$250	YES	YES	List
GOLDEN GATE CLUB-Presidio	250	\$4,500-\$6,500	10 hours		NO	YES	BYO
LOG CABIN -PRESIDIO	150	\$2,500-\$3,500	10 hours	\$150	NO	YES	BYO
		\$175p/hr+10%cate					
O-CLUB-ALAMEDA	250	ring fee	per hour	\$150	YES	YES	BYO+10%
FLOOD MANSION	200	\$8,500			NO	YES	List

**Site Rental Fees shown in range representing variables such as multiple rooms, weekday rates, type of use.

For most venues, weddings are charged the full buyout of the facility at the highest rate shown.

Source: Here Comes the Guide, 10th Edition, 2007-2008

Key:

List= must choose from preferred vendor list

\$\$\$ = must use house caterer

BYO= Bring Your Own -Licensed and Insured caterer

RATE COMPARISON-HANGAR 3

VENUE	SQ FT	SITE RENTAL FEES EVENT DAY	SIRE RENTAL FEE SET UP/BREAKDOWN	RENT AL PERIO D	CLEANING FEE	TABLES CHAIRS	DANCE FLOOR	CATERER
Hangar 3 Treasure Island	64000 (open Bay)	\$16,000	\$2,500	8 hours	N/A	NO	NO	BYO
Festival Pavilion Ft Mason	54000	\$8,400	\$5,200	8 hours	\$1,575	NO	NO	BYO
Herbst Pavilion Ft mason	30000	\$6,400	\$4,200	8 hours	\$26/hr	NO	NO	BYO
Hangar 12 Alameda Pt	96774	\$2,000	\$1,000	8 hours	N/A	NO	NO	BYO
Pier 80	85000	\$17,500		8 hours		NO	NO	BYO

RATE COMPARISON-CHAPEL

VENUE	MAX SEATED CAPACITY	SITE RENTAL FEES	RENTAL PERIOD	EXTRA HOUR CHARGE	REHEARSAL	BRIDAL ROOM	ORGAN
TREASURE ISLAND CHAPEL (JV, Catering)**	250	\$700	3 Hours				
TREASURE ISLAND CHAPEL (JV, No Catering)**	250	\$1,500	3 hours		\$150-1 HOUR	YES	YES
FORT MASON CHAPEL	192	\$450-\$1,000	3 hours	\$80	INCLUDED	YES	NO
OLD ST HILARYS-TIBURON	125	\$1,500	3 hours	\$300		YES	PIANO
PRESIDIO CHAPEL	160	\$875-\$1,250	2 hours		\$150-1 HOUR	YES	YES
SAUSALITO PRESBYTERIAN	180	\$1,525	2 hours		INCLUDED	NO	YES
PRESIDIO CHAPEL/OUR LADY	200	\$1,000	4 hours		\$150-1 HOUR	YES	NO
MARE ISLAND CHAPEL	200	\$200-\$700				YES	YES

**Treasure Island Chapel is not heated.

*Churches are not included in this schedule because they offer more detailed and participatory amenities than Chapels, including counseling, coordination, and musicians.

Source: Here Comes the Guide, 12th Edition, 2011

1 [First Amendment to Sublease for Casa de la Vista, The Chapel, Fogwatch Picnic Area, Lobby of the
2 Main Administration Building, and Pavilion By The Bay, Treasure Island]
3 **Resolution Retroactively Approving and Authorizing the Execution of a First Amendment to**
4 **Sublease No. 381 with the Treasure Island Homeless Development Initiative, a California**
5 **nonprofit corporation, Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a**
6 **California corporation, for use of the Casa de la Vista, the Chapel, Fogwatch Picnic Area, Lobby**
7 **of the Main Administration Building, and Pavilion By The Bay, Treasure Island.**

8 WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island
9 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of
10 America, acting by and through the Department of the Navy (the "Navy"); and,

11 WHEREAS, The Base was selected for closure and disposition by the Base Realignment and
12 Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a single
16 entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of
17 the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City
18 and County of San Francisco (the "City"); and,

19 WHEREAS, A joint venture comprised of the Treasure Island Homeless Development
20 Initiative, a California nonprofit corporation ("TIHDI"), Toolworks, a California nonprofit corporation,
21 and Wine Valley, Inc., a California corporation doing business as Wine Valley Catering (hereafter
22 collectively referred to as the "JV"), are currently managing events on Treasure Island, namely at the
23 Casa de la Vista, the Chapel, the Fogwatch Picnic Area, the Lobby of the Main Administration
24 Building, and the Pavilion By the Bay (the "Event Venues District") in accordance with the Sublease
25 approved by the Authority Board on November 12, 2008; and,

1 WHEREAS, At the March 11, 2009 Board meeting, the Authority Board approved a First
2 Amendment to Sublease No. 98, that (i) increased the Premises to include the Pavilion By the Bay; and
3 (ii) modified the event rental fees for the Premises; and,

4 WHEREAS, At the November 18, 2009 Board meeting, the Authority Board approved a Second
5 Amendment to Sublease No. 98, that (i) modified event rental fees for the Casa de la Vista and the
6 Library; (ii) decreased the catering buyout fee; (iii) limited venue discounts; and (iv) extended the
7 Sublease Term to November 30, 2010; and,

8 WHEREAS, At the July 14, 2010 Board meeting, the Authority Board approved a Third
9 Amendment to Sublease No. 98, that (i) removed the Library from the Premises; (ii) delayed the
10 Effective Date for the commencement of Base Rent for the Pavilion By The Bay from September 1,
11 2009 to January 1, 2010, and (iii) increased Monthly Base Rent for the Pavilion By The Bay; and,

12 WHEREAS, On December 1, 2010, the Authority entered into a new Sublease No. 381 with the
13 JV for the Event Venues District that replaced Sublease No. 98 and extended the term through
14 November 30, 2011; and,

15 WHEREAS, Under the proposed First Amendment to Sublease No. 381, Project Staff in
16 concurrence with the JV is requesting that the event rental fees and the resulting Base Rent payable for
17 Parcels A through D be modified to reflect economic and market conditions based on Project Staff's
18 Competitive Analysis of similar Bay Area special event venues, which revisions include (1) 50%
19 discounted Sunday through Thursday rates for Casa De la Vista and Building One in order to be more
20 competitive with similar venues; and (ii) reducing the non-catering rate from \$1,500 to \$1,000 for the
21 Chapel in order to attract off - Island businesses and encourage other on-Island event venues to utilize
22 the facility; and Project Staff believes these changes will allow our event venues to be more
23 competitive within the market resulting in increased booking of the venues; and,
24
25

1 WHEREAS, Over the past year, the JV has been challenged with booking events at the Pavilion
2 By the Bay due to current economic climate which has made it difficult for the JV to meet the existing
3 Base Rent obligation; and,

4 WHEREAS, The JV has proposed and Project Staff concurs that a reduction in Base Rent for
5 the Pavilion By the Bay from \$9,500 to \$8,800 per month commencing retroactively on December 1,
6 2011 is critical in order for the JV to continue its management of the event venues, and its mission to
7 create jobs and training opportunities on Treasure Island; and,

8 WHEREAS, The Authority staff recommends entering into the First Amendment; now,
9 therefore, be it

10 RESOLVED, That the Board of Directors hereby retroactively approves the proposed First
11 Amendment to Sublease No. 381 with the JV, and authorizes the Director of Island Operations or her
12 designee to execute said First Amendment for the rental of Parcel A: Casa de la Vista; Parcel B: The
13 Chapel; Parcel C: Fogwatch Picnic Area; Parcel D: Lobby of the Main Administration Building; and
14 Parcel E: Pavilion By The Bay in substantially the form attached hereto as Exhibit A; and, be it

15 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into the First
16 Amendment will serve the goals of the Authority and the public interests of the City, and (ii) the terms
17 and conditions of the First Amendment are economically reasonable; and, be it

18 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island
19 Operations to enter into any additions, amendments or other modifications to the First Amendment that
20 the Director of Island Operations determines in consultation with the City Attorney are in the best
21 interests of the Authority, that do not materially increase the obligations or liabilities of the Authority,
22 that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the
23 preparation and approval of the First Amendment, such determination to be conclusively evidenced by
24 the execution and delivery by the Director of Island Operations of the documents and any amendments
25 thereto.

1
2 CERTIFICATE OF SECRETARY

3 I hereby certify that I am the duly elected Secretary of the Treasure Island Development
4 Authority, a California nonprofit public benefit corporation, and that the above Resolution was
5 duly adopted and approved by the Board of Directors of the Authority at a properly noticed
6 meeting on February 8, 2012.
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10 Larry Mazzola, Jr. Secretary
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AGENDA ITEM 6c.
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 8, 2012

Subject: Resolution Retroactively Approving and Authorizing the Execution of a First Amendment to Sublease No. 334 with Monica Hobbs Catering for Use of Quarters 1 and 2 on Yerba Buena Island

Contact Richard A. Rovetti, Deputy Director of Real Estate

Phone 415-274-0660

BACKGROUND

Monica Hobbs Catering, a Sole Proprietor (hereafter referred to as "Hobbs Catering"), has been catering events and hosting industry level focus group meetings at Quarters 1 on Yerba Buena Island ("The Nimitz House") for over two years. On November 18, 2009, the Treasure Island Authority Board of Directors ("Authority Board") approved Sublease No. 204 with Hobbs Catering to provide catering and meeting space in support of the San Francisco-Oakland Bay Bridge construction project ("Bay Bridge Project"), as well as cater other special events in Quarters 1. Additionally, Hobbs Catering was to assume responsibility for the day-to-day upkeep and maintenance associated with Quarters 1. The term of Sublease No. 204 expired on November 30, 2010. On December 1, 2010, the Treasure Island Development Authority (the "Authority") entered into a new month-to-month Sublease No. 334 with Hobbs Catering that increased the Base Rent and extended the term until November 30, 2011. Since December 1, 2011, Hobbs Catering has been occupying Quarters 1 on a holdover month to month basis with the Authority's consent.

Over the past year, the relationship between Hobbs Catering and the Bay Bridge Project terminated. As Bay Bridge construction approaches Yerba Buena Island, construction activities such as excessive noise, aesthetics, and lack of parking space, have had a negative impact on the location's desirability as an event venue.

Project Staff and Hobbs Catering are negotiating a First Amendment to Sublease No. 334 to extend the term on a month to month basis through November 30, 2012. Hobbs Catering has proposed and Project Staff concurs that a reduction in Base Rent from \$1,550 to \$1,000 per month commencing on March 1, 2012 is critical in order for the venue to remain viable. Additionally, the First Amendment increases the Premises to include Quarters 2 at no additional fee. Hobbs Catering is requesting use of Quarters 2 as additional storage space to house its Halloween Haunted House props which takes place during the months of September, October and November. The Haunted House will be made available to all Island residents and nonprofit service providers as a public benefit at no cost. Hobbs Catering will be required to obtain all required permits and approvals in connection with operation of the Halloween Haunted House.

SUBLEASE TERMS AND CONDITIONS

The salient terms and conditions of the proposed Sublease include the following:

Premises:	Parcel A: Quarters 1, and non-exclusive use of its surrounding grounds, Yerba Buena Island ("Initial Premises"); and Parcel B: Quarters 2, Yerba Buena Island ("Additional Premises"), San Francisco, California.
Location:	Quarters 1 and 2, Yerba Buena Island
Commencement Date:	Parcel A: December 1, 2010 Parcel B: March 1, 2012
Lease Expiration Date:	November 30, 2012
Lease Term:	Month-to-Month
Base Rent:	One Thousand Dollars (\$1,000.00) per month.
Use:	Parcel A: Premises shall be used for meetings, cooking classes and special event use only and for no other purpose; and Parcel B: Premises shall be used for general storage and as a Halloween Haunted House during the months of September, October and November provided Subtenant make Haunted House available to Island residents and nonprofit service providers at no cost. Hobbs Catering shall be responsible for obtaining all necessary permits and approvals relating to the operation of a Haunted House.
Security Deposit:	Three Thousand Dollars (\$3,000.00)

PROPOSED MONTHLY BASE RENT

Under the Authority's Interim Subleasing Policy, the Minimum Rental Rate Schedule sets ranges of minimum sublease rental rates per square foot by type of use and facility for office and industrial space. Authority Staff reviews and analyzes available commercial data including market comparables of properties similarly situated to the Authority properties and evaluates the Authority transactions over the past 12 months to establish fair market value. The Authority Board last approved the Minimum Rental Rate Schedule on October 12, 2011. Under the Minimum Rental Rate Schedule, Quarters 2 is not reflected on the Rate Schedule.

Authority Staff and Hobbs Catering have negotiated a First Amendment for use of Quarters 1

and 2 and reduces the Base Rent from \$1,550 for Quarters 1 to \$1,000 per month for Quarters 1 and 2 in order for Hobbs Catering to remain in the venue. Additionally, Hobbs Catering will assume all responsibility for maintenance and repairs to the Premises, and will provide a public benefit to the community by making the Haunted House available to Island residents and Island nonprofit service providers at no cost.

The rental rate for Quarters 1 and 2 includes consideration of the maintenance and upkeep responsibility that Hobbs Catering intends to assume under the Sublease. Due to Quarters 1 and 2 isolated location on Yerba Buena Island, its exposure to the elements, and the need for regular maintenance and upkeep to the building, the ability of Hobbs Catering to maintain and upkeep the property is viewed by Project Staff as a benefit to the property and as an activity directly supportive of the Authority's role as caretaker of former Naval Station Treasure Island. This in turn allows Project staff to focus property management resources and assets elsewhere on-Island, while assuring that Quarters 1 and 2 are maintained in a responsible and appropriate manner consistent with its historical designation.

FINANCIAL IMPACT

The Sublease will decrease the Authority's FY 2012/13 budget by \$6000.00.

RECOMMENDATION

Project Staff recommends that the Authority Board of Directors approve the proposed First Amendment to Sublease No. 334 with Monica Hobbs Catering, a Sole Proprietor, and authorize the Director of Island Operations or her designee to execute said First Amendment for space at Quarters 1 and 2, Yerba Buena Island, for a month-to-month term and subject to the additional terms and conditions set forth above.

EXHIBIT A – First Amendment to Sublease No. 334 between the Treasure Island Development Authority and Monica Hobbs Catering

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate
For: Mirian Saez, Director of Island Operations

FIRST AMENDMENT TO SUBLEASE NO. 334

THIS FIRST AMENDMENT TO SUBLEASE (this "First Amendment"), dated for reference purposes only as of December 1, 2011, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation ("Sublandlord"), and MONICA HOBBS CATERING, a Sole Proprietorship ("Subtenant").

RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease dated for reference purposes as of December 1, 2010 (the "Original Sublease"), for approximately six thousand and three hundred (6,300) square feet of space located at Quarters One, Yerba Buena Island, San Francisco, California, as more particularly described in the Original Sublease. The term of the Original Sublease expires on November 30, 2011.

B. Sublandlord and Subtenant desire to amend the Original Sublease to increase the Premises, extend the Term and decrease Base Rent on the terms and conditions set forth in this First Amendment.

C. The Original Sublease and this First Amendment shall collectively be referred to as the "Sublease". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Sublease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Sublandlord and Subtenant hereby amend the Sublease as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. **Effective Date.** The effective date of this First Amendment shall be December 1, 2011 (the "Effective Date").
3. **Premises.** As of March 1, 2012 (the "Parcel B Effective Date"), the Premises described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Parcel A: Quarters 1, and non-exclusive use of its surrounding grounds, Yerba Buena Island ("Initial Premises"); and Parcel B: Quarters 2, Yerba Buena Island ("Additional Premises"), San Francisco, California, as more particularly shown on Exhibit B attached hereto and made a part hereof. The Initial Premises and the Additional Premises are collectively referred to in this Sublease as the "Premises"."

All references to "Premises" and "Exhibit B" in the Sublease shall mean the Premises described herein and shown on the amended Exhibit B attached to this First Amendment.

4. **Term.** As of the Effective Date, the Term described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Commencement date: December 1, 2010

Expiration date: November 30, 2012

Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party."

5. **Base Rent.** As of the Parcel B Effective Date, the Base Rent described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"One Thousand Dollars (\$1,000.00) per month"

6. **Use.** As of the Effective Date, the Base Rent described in the Basic Sublease Information of the Sublease shall be amended to read as follows:

"Parcel A: Premises shall be used for meetings, cooking classes and special event use only and for no other purpose; and Parcel B: Premises shall be used for general storage and as a Halloween Haunted House during the months of September, October and November provided Subtenant make Haunted House available to Island residents and nonprofit service providers at no cost. Without limiting the requirements of Article 9 of the Sublease, before beginning any work in Parcel B and/or using Parcel B for the operation of a Haunted House, Subtenant at its sole cost and expense shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use Parcel B including, but not limited to, approvals required by the San Francisco Fire Department (e.g. General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department, the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), and the San Francisco Department of Health. Subtenant shall provide copies of all such approvals to Authority prior to Subtenant's use of the Premises as a haunted house."

7. **Counterparts.** This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof.

8. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Sublease shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this First Amendment to Sublease at San Francisco, California, as of the date first above written.

SUBLANDLORD:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
Mirian Saez
Director of Island Operations

SUBTENANT:

MONICA HOBBS CATERING, a Sole Proprietorship

By: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

Amendment Prepared By: Richard A. Rovetti, Deputy Director of Real Estate _____
(initial)

[First Amendment to Sublease with Monica Hobbs Catering]

Resolution Retroactively Approving and Authorizing the Execution of a First Amendment to Sublease with Monica Hobbs Catering

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy (the "Navy"); and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco (the "City"); and,

WHEREAS, On November 18, 2009, the Treasure Island Development Authority Board of Directors (the "Authority Board") approved a Sublease with Monica Hobbs Catering, a Sole Proprietorship (hereafter referred to as "MHC") for use of Yerba Buena Island Quarters One (hereafter referred to as the "Premises" or the "Nimitz House") as a meeting space and production area for catering operations supporting the San Francisco-Oakland Bay Bridge Construction Project (the "Bay Bridge Project") as well as for additional catering and event productions for private and corporate groups; and,

WHEREAS, As a condition of the Sublease, MHC assumed day-to-day responsibility for all upkeep and maintenance of the Premises; and,

1 WHEREAS, on December 1, 2010, the Authority and MHC executed a new Sublease
2 for the Premises on a month-to-month basis through November 30, 2011, increasing the Base
3 Rent for the Premises and continuing MHC's repair and maintenance obligations for the
4 Premises; and,

5 WHEREAS, MHC has continued occupancy of the Nimitz House beyond November 30,
6 2011 on a holdover month-to-month basis with Project Office staff consent; and,

7 WHEREAS, MHC's relationship with the Bay Bridge Project has terminated since
8 execution of the December 1, 2010 Sublease while an increase in Bay Bridge Project heavy
9 construction activities on Yerba Buena Island immediately adjacent to the Nimitz House has
10 severely impacted the Nimitz House's desirability and marketability as an event venue; and,

11 WHEREAS, Due to the Nimitz House's isolated location on Yerba Buena Island, its
12 exposure to the elements, and the need for regular maintenance and upkeep to the facility,
13 Project Office staff is of the opinion that MHC occupancy of the Nimitz House and the regular
14 care and maintenance provided to-date by MHC has been of benefit to the property and
15 supportive of the Authority's' role as caretaker of buildings and grounds on former Naval
16 Station Treasure Island; and,

17 WHEREAS, In order to continue viability of the facility while adjusting for reduction in
18 event venue use, MHC proposes retroactively extending the term of the Sublease on a month-
19 to-month basis through November 30, 2012 and, beginning March 1, 2012, decreasing the
20 Base Rent from \$1,550 per month to \$1,000 per month; and,

21 WHEREAS, MHC has also requested that the Premises be expanded to include
22 exclusive use of Yerba Buena Island Quarters 2 ("Quarters 2") beginning March 1, 2012 for
23 storage, planning and production of a public Halloween Haunted House during the months of
24 September, October and November 2012; and,

1 WHEREAS, Operation of a Haunted House event would be contingent on MHC
2 obtaining all required public special event permits, reviews and approvals required by the
3 Authority and the City and County of San Francisco; and,

4 WHEREAS, MHC has proposed that in lieu of monthly Base Rent for Quarters 2, MHC
5 assume the same day-to-day upkeep and maintenance responsibilities for Quarters 2 that are
6 currently provided at the Nimitz House and that it allow all Treasure and Yerba Buena Island
7 residents and Island-based service provider organizations free entry to the Haunted House as
8 a public benefit to the Island community; and,

9 WHEREAS, Due to Quarters 2's isolated location on Yerba Buena Island, its exposure
10 to the elements, and the pre-identified need for regular maintenance and upkeep to the facility
11 Project Office staff is of the opinion that MHC occupancy of Quarters 2 and the regular care
12 and maintenance provided to-date by MHC will be of benefit to the property and supportive of
13 the Authority's role as caretaker of buildings and grounds on former Naval Station Treasure
14 Island; now therefore be it

15 RESOLVED, That the Board of Directors hereby retroactively approves the First
16 Amendment to Sublease with Monica Hobbs Catering, a Sole Proprietorship to extend the
17 term, decrease the Base Rent and amend the Premises to include Yerba Buena Island
18 Quarters 2 and authorizes the Director of Island Operations or her designee to execute said
19 First Amendment to Sublease in substantially the form attached hereto as Exhibit A; and, be it

20 FURTHER RESOLVED, That the Board of Directors hereby finds that (i) entering into
21 the First Amendment to Sublease will serve the goals of the Authority and the public interests
22 of the City, and (ii) the terms and conditions of the First Amendment to Sublease are
23 economically reasonable; and, be it

24 FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of
25 Island Operations to enter into any additions, amendments or other modifications to the First

1 Amendment to Sublease that the Director of Island Operations determines in consultation with
2 the City Attorney are in the best interests of the Authority, that do not materially increase the
3 obligations or liabilities of the Authority, that do not materially reduce the rights of the
4 Authority, and are necessary or advisable to complete the preparation and approval of the
5 First Amendment to Sublease, such determination to be conclusively evidenced by the
6 execution and delivery by the Director of Island Operations of the documents and any
7 amendments thereto.

8
9 **CERTIFICATE OF SECRETARY**

10 I hereby certify that I am the duly elected Secretary of the Treasure Island
11 Development Authority, a California nonprofit public benefit corporation, and that the
12 above Resolution was duly adopted and approved by the Board of Directors of the
13 Authority at a properly noticed meeting on February 8, 2012.

14
15 Larry Mazzola, Jr. - Secretary
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AGENDA ITEM 6d
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 8, 2012

Subject: Resolution Approving and Authorizing Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule.

Contact: Jack Nathanson, Special Events Manager

Phone: 415-274-0688

BACKGROUND:

On December 14, 2011, Project Staff presented to the Treasure Island Development Authority Board of Directors (the "Authority Board") proposed revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule. The Rental Policy provides a consistent and transparent tool for managing event rentals, film and photo shoots, and parking lot rentals. In addition, the Rental Policy serves as a comprehensive structure of standard operating procedures by which to effectively execute Use Permits. The Event Venue Rate Schedule defines the rates associated with the use of the venues as well as ancillary fees related to extra charges such as set up and breakdown days.

The Rental Policy and Rate Schedule have been in effect now for over four years, and during that time, the events component on Treasure Island has dramatically evolved. For example, a Joint Venture ("JV") between Treasure Island Homeless Development Initiative, a California nonprofit corporation ("TIHDI"), Toolworks, a California nonprofit corporation, and Wine Valley, Inc., a California corporation doing business as Wine Valley Catering was formed in October 2007. The goals of the JV are to provide employment and job training opportunities for homeless, at risk and/or disabled residents of Treasure Island and San Francisco, while increasing event rental revenues for the Treasure Island Development Authority (the "Authority"). The JV currently manages special event operations at Casa De La Vista, the Lobby of Building One, The Chapel, and Pavilion by the Bay. Additionally, on December 1, 2009, the Authority Board entered into a sublease with Monica Hobbs Catering for the purpose of hosting special events at Quarters 1 ("The Nimitz House") on Yerba Buena Island. On July 1, 2010, the Authority Board executed a sublease with Solrouge, LLC. for approximately 20,000 square feet of warehouse space in Building 180, North. In that space, Solrouge developed Winery SF, where they produce wine, operate a tasting and sales room, and host numerous special events. In December 1, 2010, the Authority Board executed a sublease with Pacific Brokerage Inc. for Building 140, the former Nimitz Conference Center. Pacific Brokerage made improvements to the building and currently operates a restaurant

and special events venue at the location. Finally, The Authority, through its own efforts in promoting Treasure Island as a "Recreation Destination" has been successful in promoting such events as Treasure Island Music Festival, Oracle Open World Appreciation Night, and Treasure Island Flea Market. Project staff concludes that due to the profile and volume of special events on Treasure Island, revisions to the Rental Policy are required. Proposed changes will reflect current economic and market conditions, subleasing of the venue portfolio, and revisions to language in The Use Permit to ensure adherence to The Administrative Code of The City and County of San Francisco.

PROPOSED CHANGES TO THE TREASURE ISLAND RENTAL POLICY:

Project Staff proposes to make several revisions to the Rental Policy (attached as Exhibit "A"). The revisions include the following:

1. Provisions for Ferry Landing Fees have been removed as Pier 1 is now under sublease to Bay Ship and Yacht Company.
2. Section I (Rental Rate Classifications) has been revised to include discount provisions for City employees. Previously, there was no discount for City employees.
3. Section IG (At - Cost Rates) has been revised to reflect current eligible organizations. Kidango and Glide Memorial Methodist Church have been removed.
4. Section IID- Parking Lot rates has been revised to reflect current rate calculations of parking lots not included in the Rental Rate Schedule. Authority may charge a minimum prorated rate of \$.10 per square foot depending on the condition of the parking lot.
5. Section III- Special Event Application Submittal, Review, Approval Application has been expanded to include full description of the process of application submittal, review, and approval.
6. Section VI (General Liability Insurance) has been updated to reflect current insurance and endorsement requirements as well as allowing the Authority to require greater insurance coverages depending on the type, size or location of an event.

PROPOSED CHANGES TO THE RATE SCHEDULE:

Rental Schedule has been revised to reflect economic and market conditions based on Project Staff's Competitive Analysis (attached as Exhibit "B") of similar Bay Area special event venues. Project Staff's revisions include a 50% discounted Sunday through Thursday rates for Casa De la Vista and Building One in order to be more competitive with similar venues. For the Chapel, Project Staff proposes a non-catering rate reduction from \$1,500 to \$1,000 in order to attract off - Island businesses and encourage other Island event venues to utilize the facility. Lastly, the pricing for Building Three has been repositioned resulting in a reduction of the event day rate from \$16,500 to \$10,000 and increasing the set-up and breakdown fees from \$2,500 to \$5,000 per day. Project Staff believes these changes will allow our event venues to be more competitive within the market resulting in increased revenues.

PROPOSED CHANGES TO THE USE PERMIT:

The Use Permit (attached as Exhibit "C") has been revised to include language relating to Section 21C.4 of San Francisco Administrative Code regarding prevailing wages in order for the Authority to be consistent with other permitting agencies within the City and County of San Francisco. This language will require all employees of City and County permittees engaging in certain theatrical or technical services be paid no less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work. Project Staff proposes exemptions for nonprofit organizations under this section.

RECOMMENDATION:

Project Staff recommends that the Authority Board of Directors approve the proposed revisions to the Rental Policy and Event Venue Rate Schedule as attached hereto as Exhibits A, as well as approve the proposed changes to the Authority's boilerplate Use Permit as attached hereto as Exhibit B. Upon adoption of the amended Rental Policy and Event Venue Rate Schedule, the Director of Island Operations will be authorized to enter into use permits without specific Treasure Island Development Authority Board approval of each permit, provided that the permit conforms to all the approved permitting parameters. Project staff would not be authorized to enter into permits at rental rates below those adopted or on terms and conditions that are not consistent with the parameters in the Interim Subleasing Policy without specific authorization from the Treasure Island Development Authority Board of Directors.

EXHIBITS:

EXHIBIT A: Rental Policy for Special Events Including Rate Schedule

EXHIBIT B: Boilerplate Use Permit

Prepared by: Jack Nathanson, Special Events Manager
For: Mirian Saez, Director of Island Operations

EXHIBIT A

TREASURE ISLAND DEVELOPMENT AUTHORITY RENTAL POLICY FOR SPECIAL EVENTS

The Rental Policy applies to any use of facilities on Treasure Island and Yerba Buena Island for special events. Special events are defined as gatherings of two or more persons for reserved use, public or private, of indoor or outdoor facilities which include, but are not limited to the following.

- Weddings and Domestic Ceremonies; Bar & Bat Mitzvahs; graduation, anniversary, and birthday parties
- Picnics, motorcycle rides, and marching band practices
- All sports and athletic practices, games, and tournaments
- Corporate events: meetings, conferences, luncheons, dinners, auctions, cocktail parties, holiday events
- Fundraising walks, triathlons, bike races, and water-related sports events
- School dances, art exhibits, and trade shows
- Any public festivals, concerts, musical performances and open air markets
- City sponsored events

The Rental Policy applies to all applicants, without discrimination with regard to race, color, creed, religion, ethnicity, national origin, ancestry, age, sex, gender identity, sexual orientation, domestic partner status, marital status, HIV status, political affiliation, disability, weight, height, or any other designations prohibited by law.

I. RENTAL RATE CLASSIFICATIONS

The Event Venue Rate Schedule includes standard rates for all use, holiday rates for use of facilities on all major holidays, and non-profit rates for those entities with a 501(c)(3) status. Off peak rates for the Chapel are available during less desirable rental periods. Several discounts are available, including a military discount to all active military personnel and all veterans, discount s to city employees, and a discount on events planned within a short term time period of two months prior to the event date. See Exhibit A for the Event Venue Rate Schedule.

A. STANDARD RATES

The standard rates apply to the rental of each venue and include a definitive length of time for each rental period.

B. HOLIDAY RATES

The holiday rates apply to the rental of venues on all major holidays, the month of December, and incur a 20% increase from the standard rates. This increase in rates reflects the high demand for event space on and around major holidays.

Holiday rates apply on the following dates:

- February 14
- March 17
- Easter Sunday

- Memorial Day
- July 4
- Labor Day
- October 31
- Thanksgiving Day
- The month of December

C. NON-PROFIT RATES

The non-profit rates, which are a 20% reduction from the standard rates, apply only to those entities with 501(c)(3) status. This reduction in rates proposes to accommodate non-profit entities with generally lower budgets for events and fundraisers.

Those entities requesting approval of the non-profit rate must submit a letter from the nonprofit organization stating that the proposed use of the Treasure Island facilities is in furtherance of the nonprofit organization's purpose and mission for which it obtained tax exemption under Section 501(c)(3) of the United States Internal Revenue Code. A copy of the Internal Revenue Service's written determination that the applicant nonprofit is exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code is required.

D. OFF-PEAK RATES

Off-peak rates apply to the rental of the Chapel at the hours and days specified below to accommodate the numerous requests for use of the Chapel for Bible study, religious services and community events.

Monday, Tuesday, and Wednesday: at any time

Sunday: from 8:00AM to 12:00PM

The off-peak rate is offered per hour with a three hour minimum.

E: MILITARY DISCOUNT RATES

To accommodate the large number of inquiries for military personnel discounts, a 20% discount is available for active members of the military and all veterans. Military Identification is required.

F: CITY EMPLOYEE DISCOUNT RATES

To accommodate the large number of inquiries for city personnel discounts, a 20% discount is available for active city and county employees. CCSF Employee Identification is required.

G : NEGOTIATED RATES and SHORT TERM DISCOUNTS

While the Event Venue Rate Schedule gives structure to the most common use and application of venues on Treasure Island such as weddings, picnics, and parties, a variety of miscellaneous use is frequently requested of Project Staff. Many applications received for use of space or facilities cannot fit into the structured framework by which the majority of events typically produced on Treasure Island can adhere.

Rental rates will often need adjustment based on a variety of atypical circumstances such as press conferences, outdoor festivals, and races or walks utilizing streets and portions of the Island not regularly used. Often considerations in cost can lead to the event producer choosing Treasure Island as an event site over another option.

In some cases, rental rates will call for adjustment so the use of space is not cost prohibitive to a prospective client. This is often the case involving multiple venue use and multiple day use. In these instances, the adjustment in rates may lead to a discount.

Discounts may occasionally be necessary in the case of a request for a rental reservation within a short term time period. Typically, any request for use of space within any current two month period is considered a short term request. These types of short term requests are typically for press conferences, corporate retreats and meetings, and memorial services. The ability to offer a discounted rate for use of a venue that would otherwise generate no revenue on the specific requested date will lead to an increase in overall revenue.

The Director of Island Operations shall evaluate any infrequent and atypical event proposals, as well as any requests for venues within a short term period, and shall decide what discounts will apply. The Director of Island Operations shall, on no less than a quarterly basis, report to the Authority Board on rental rate considerations granted as part of the Director's Report at regularly scheduled meetings.

H. AT-COST RATES

All available properties on Treasure Island and Yerba Buena Island that have been leased to the Treasure Island Development Authority by the United States Navy can be subleased to eligible organizations and entities on an At-Cost Rate. At-Cost refers to the calculated actual cost to provide the facility for use. Each venue will be assigned a predetermined At-Cost Rate based on calculations set forth below.

Calculation of At-Cost Rate:

At-Cost Rate is based on the actual cost of the following services.

- Janitorial service to clean the venue before and after use
- Garbage disposal and pick up from venue
- Landscape services for upkeep around venue
- Onsite event staff assignments
- Building maintenance and service as provided by DPW
- Cost of utilities as provided by PUC
- Cost of Project Staff time and materials, including such cost of City Attorney's office, other City departments, contractor, or consultant, as necessary

Eligibility:

Organizations will be eligible to receive the At-Cost Rate only if the requested use is for the direct benefit of the residents, students, and tenants of Treasure Island. The At-Cost Rate will not

apply to private events for individuals. A formal, detailed event proposal will be required for submittal, specifying the purpose and benefit of the use.

Eligible Organizations:

Treasure Island Development Authority (TIDA)
Departments of the City and County of San Francisco (CCSF)
State and Federal Government Agencies
Treasure Island Homeless Development Initiative (TIHDI)

Members of TIHDI including:

Catholic Charities
Community Housing Partnership

Swords to Plowshares
Waldenhouse
Rubicon Programs
Toolworks

Treasure Island Job Corps
Delancey Street-Life Learning Academy
YMCA-Treasure Island
Treasure Island Sailing Center
Treasure Island Community Associations

Including: Treasure Island Community Network (TICN)
Good Neighbors
Treasure Island Citizens' Advisory Board

Boys & Girls Club
San Francisco Little League
San Francisco Gaelic Athletic Association
San Francisco Golden Gate Rugby Association
United States Navy-Caretaker Site Office (CSO)
Restoration Advisory Board (RAB)
John Stewart Company-Villages at Treasure Island
Treasure Island Museum Association

I. WAIVER OF STANDARD RATES

Frequently, Project Staff receives requests for a waiver of rental fees. These requests are proposed for various purposes, including the use of facilities for the purposes of public service or the direct benefit of Island residents and the City of San Francisco. Examples include the Treasure Island Community Picnic, the Navy's RAB meetings for residents, a corporate sponsored volunteer clean up day, City sponsored press conferences, and the Treasure Island Job Corps's use of the Chapel for a memorial service.

Organizations which meet the same eligibility requirements necessary to be considered for the At-Cost Rate, may be issued a Use Permit with a wavier of rates if **no profit is generated from the event.**

The Director of Island Operations shall use his/her discretion to waive rental fees as appropriate for instances as they arise. The Director of Island Operations shall, on no less than a quarterly basis, report on any such rental rate waivers granted to the Authority Board as part of the

Director's Report at each regularly scheduled meeting. The Director of Island Operations shall not waive Event Venue Rates in excess of \$5,000 without the approval of the Authority Board.

J. PROMOTIONAL RATES

In support of the overall goal to increase use of the venues so as to boost the revenue generated from Special Events, Project Staff often schedules promotional events in the venues. These promotional events range from a prearranged bus tour of the various venues, an informal lunch and tour, or to a larger scale dinner event and tour attended by event industry professionals. This type of outreach to professionals in the event industry allows Treasure Island to develop a larger base of wedding and event planners who can become familiarized with the venues and experience what Treasure Island has to offer. These planners may then recommend Treasure Island venues to their clients and work to promote Treasure Island.

The Director of Island Operations shall review each promotional opportunity and decide if the At-Cost Rate or Waiver of Standard Rates is appropriate. An example of a promotional event which would merit the At Cost Rate is the Hospitality Industry Association Gala. An example of a promotional event which would merit a Waiver of Standard Rates is a TIDA sponsored luncheon and tour of the venues.

K. FILM AND PHOTO SHOOT RATES

A Use Permit for Film Production and Related Activities is issued for any film or photo shoots that take place on Treasure or Yerba Buena Islands. The two main rate classifications are: 1) Still Photo Shoot; and, 2) Film Shoot. Within each classification, the type of shoot is further distinguished as a Major Shoot or Minor Shoot.

Minor film and photo shoots are those that require very few to no support functions, such as the photographer and the subject only, with minimal equipment.

Major film and photo shoots are those that require substantial support, such as a film crew, prop, vehicles, generators, lighting, and road closures.

Rates for film and photo shoots are included on the Event Venue Rate Schedule attached as Exhibit A. For use of a facility or event venue, at no time shall the fee charged for a film or photo shoot be less than the rental rate as specified under the Event Venue Rate Schedule for that premises.

II. ADDITIONAL FEES

Those events that are common and can conform to the structure that has been established for the rental process will often include event components that require additional rental time incorporated into a rental reservation. Therefore, additional fees are available to allow for such various circumstances.

A. EXTRA HOURS

Each event contains certain variables that may cause the need for hours of use outside of the standard base rental for each facility. Common variables that may require extra hours of use are elaborate décor designs, lighting installations, catering needs, tent installation and removal, and

extensive clean up requirements. Thus, additional time is offered to meet these needs which can be purchased per hour.

The extra hours allow for individual events to modify the rental period so that the desired level of décor/set up can be achieved. This flexibility in price structure benefits those events that may require extra hours, as well as those that do not.

B. SET-UP AND BREAKDOWN DAY FEES

Often an event décor design is so elaborate and extensive that an entire day may be used for set up and/or breakdown of stages, tents, lighting, and exhibits. TIDA recognizes that many events involve pre-event and post-event activities such as these and therefore accommodates additional days at a lower rental fee than the actual event day itself. In the instance that a full day (equivalent to the base rental period of the facility) is required for set up or breakdown, 50% of the base Rate Schedule will be charged.

C. REHEARSALS

Weddings and domestic ceremonies often request use of a facility for a ceremony rehearsal. Thus, rehearsal requests are accommodated, per hour, at the standard Extra Hour Rate.

D. PARKING LOT RATES

For each venue rental, a designated number of parking spots is included in the base rental structure. Often, an event will require use of additional parking lots for one of two reasons: 1) additional parking needs; or 2) additional event space, such as for tents, a car show, or an outdoor festival. The rates incurred for the additional lots requested are structured to accommodate the two types of uses.

- i. Parking Lot Rates for additional parking needs will be calculated between \$.05 and \$.25 per square foot per month, depending on criteria such as whether the lot is paved or has lighting.
- ii. Parking Lot Rates for additional event space needs will be calculated at \$500 for any lot under 30,000 square feet, \$1,000 for any lot between 30,000 square feet and 100,000 square feet, and \$1,500 for any lot over 100,000 square feet.

III SPECIAL EVENT APPLICATION SUBMITTAL, REVIEW AND APPROVAL

All Special Events held on the Islands must possess a Special Event Use Permit (heretofore referred to as a "Use Permit") issued by the Treasure Island Development Authority for use of facilities and grounds on Treasure Island. To initiate the Use Permit application and venue reservation process, the Event Producer shall complete and submit to the Authority in a time period of no later than 150 days prior to the proposed Event Date, unless otherwise notified by the Authority:

- **A Treasure Island Development Authority Special Event Application** (Heretofore referred to as the "Application", a copy of which is included in this

packet). Event Producers shall complete all sections of the Application including the proposed on-Island Venue for the Special Event; a clear, complete and truthful description of the entire scope of the Special Event, including dates of all Special Event set-up and take-down activities preceding and following the Special Event itself.

- **A check, cashier's check or money order equal to 50% of the total Venue Use Fee payable to "Treasure Island Development Authority".** Cash and credit/debit card payments are not accepted.

Application review will not begin until both the completed Application and check are received. Incomplete Applications or lack of appropriate level of detail on the Application shall delay Authority review. Upon receipt of the Application, Authority staff shall review the information contained in the Application, conduct due-diligence on the Event Producer, and identify additional regulatory reviews and permits from other relevant City agencies which will be required for the Event. If requested by the Authority, Event Producers shall provide professional references or any other additional information about the proposed Special Event in a timely manner. Authority staff shall request any additional information required within 10 working days of receiving an Application. The Authority shall reserve the right to request review of the Application by other pertinent agencies of the City and County of San Francisco or State of California. Event Producer shall provide all additional information requested by the Authority as a result of these additional reviews.

Upon completion of Application review, the Authority shall notify the Event Producer of the approval or rejection of the Application in writing. If an Application is approved, this notification shall also indicate additional regulatory reviews and permits required of the Special Event and Event Producer. If an Application is rejected, the Authority shall send the Event Promoter a letter denying the Application. Event Promoters may appeal any such rejection directly to the Director of Island Operations.

An approval notification does not represent a final approval of the Special Event nor issuance of a Special Event Use Permit, it is strictly a confirmation of exclusive reservation of the Venue. A Special Event Use Permit is not issued until all Special Event requirements are fulfilled by the Event Producer.

Reservation of Venue and Payment of Venue Use Fee and Security Deposit:

Upon approval of the Application, the submitted check shall be deposited and will serve to establish a formal reservation of the Event Venue by the Authority. This amount shall be credited toward the total Venue Use Fee for the Special Event owed by the Event Producer. Except in extenuating circumstances, this initial 50% payment is non-refundable, regardless of future cancellation of the Event by the Sponsor or Producer. The balance of the Venue Use Fee shall be due to the Authority no later than forty-five (45) working days prior to the Special Event move-in day at the Venue.

The Event Sponsor or Producer shall also be required to pay the Authority a separate Venue Security Deposit on the venue equal to 50% of the total Venue Use Fee, payable by check or cashiers check to "Treasure Island Development Authority". The Venue Security Deposit shall be due to the Authority no later than forty-five (45) working days prior to the Special Event move-in day at the Venue. The Authority shall deposit and hold this payment until after the Special Event is completed and the Venue is completely vacated by the Event Producer. At such time the Authority will inspect the Venue and deduct from the Security Deposit any amounts required to repair damage caused to the Venue or surrounding area by the Event Producer. The full Security Deposit amount, or portion thereof, will be refunded to the Event Producer within 4 to 6 weeks of the Event Producer vacating the Venue.

Treasure Island Special Event Use Permit:

Upon approval of the Special Event Application and deposit of the 50% payment of the Use Fee, the Authority shall draft a Treasure Island Special Event Use Permit (referred to as the "Use Permit") between the Authority and the Event Promoter. The Use Permit document is the formal contract allowing for use of the Venue and it sets forth the business terms and conditions between the Authority and the Event Producer for the use of the Venue. The Use Permit document shall dictate all terms, conditions and restrictions under which the Special Event shall be held, including additional Permits and requirements imposed by other pertinent agencies. All Special Events held on Treasure Island require a Use Permit document regardless of the size or duration of the Special Event.

Use Permits are only considered valid upon execution by the Event Producer, the Office of the San Francisco City Attorney, and the Director of Island Operations. Upon full execution of the Use Permit, one original copy shall be issued to the Event Producer and one copy shall be filed at the Authority office. Failure of Event Producers to comply with all Use Permit requirements, including but not limited to failure to secure additional required permits from other City departments, failure to secure appropriate insurance and failure to make full payment to the Authority of the Use Fee and Security Deposit, is considered cause for the Director of Island Operations to withhold execution of a Use Permit. The Authority may revoke a fully executed Special Event Use Permit at any time before or during the term of the Use Permit, including during the Special Event itself, should the Event Producer fail to adhere to any of the terms and conditions of the Use Permit.

Securing Additional Regulatory Permits and City Agency Reviews:

Upon reservation of venue and receipt of confirmation of Application approval from the Authority, Event Producers shall be responsible for securing all regulatory reviews, approvals or permits that may be required by other City agencies as specified by the Authority in the Application approval letter. Event sponsors will be responsible for coordinating additional approvals and permits from other City Departments, as well as fulfilling any required conditions of these approvals and permits.

Depending on size, location and type of event, additional permits that may be required include, (but are not limited to), the following:

- Department of Building Inspection Temporary Building Permit for construction of temporary structures and staging.
- Treasure Island Dig Permit for any breaking of ground, excavation or tent staking.
- San Francisco Fire Department Open Flame Permit; Public Assembly Permit; Flammable Material Storage Permit; including possible Bureau of Fire Prevention staffing requirement for event.
- San Francisco Police Department approval of Transportation Plan and Special Event security staffing; including possible SFPD 10B Event Officer staffing requirement for event;
- San Francisco Entertainment Commission Itinerant Show Permit; Loudspeaker Permit; Mechanical Contrivance Permit; One Night Event Permit.
- San Francisco Department of Emergency Management approval of Event Medical Plan.
- San Francisco Department of Public Health Temporary Event Permit for food service.
- CalTrans Encroachment Permit for closure of traffic lane on San Francisco-Oakland Bay Bridge (if requested by Event Producer).
- California State Athletic Commission approval and assigned staffing.

IV. SECURITY DEPOSITS

A. SECURITY DEPOSIT REQUIREMENT

Applicants or event sponsors are required to submit a security deposit to accompany the Special Event Application. The required deposit is 50% of the base Standard Rate Schedule of the venue requested regardless if a discount is applied. This deposit is fully refundable and is required by the Treasure Island Development Authority to provide reasonable assurance that the facilities will be treated with care and that any damages will be repaired at the applicant's expense. Deposits will be refunded no later than 45 business days after the event, provided the facilities are left in the same condition in which they were rented. Events that have been approved At-Cost or with a Waiver of Standard Rates do not require a security deposit.

Any organization requesting consideration for the At - Cost Rate must follow all standard procedures for event rentals. A Special Event Application must be completed and submitted with a minimum refundable deposit of \$500. Additionally, a formal written proposal must be submitted with the Application detailing the type of use and the benefit that will serve the Treasure Island community. All Rules and Regulations, Policies and Procedures set forth in the Event Application Packet will apply.

B. SECURITY DEPOSIT RETURN

Once the event has taken place, if no damage has occurred and no extra hours were used, then the full deposit is returned to the Permittee within 4 to 6 weeks of the Event Producer vacating the Venue.

If any damage to the facility has occurred, the Special Events staff will notify the Permittee in writing and estimate the repair cost within 30 days of the event. The Special Events staff will refund the security deposit after receipts of the actual repair cost are provided and fees are deducted from the security deposit, no later than 60 days after the event date.

If the Permittee has occupied the venue for extended hours over those specified in the Use Permit, the standard extra hour fee is deducted from the security deposit. Extra hours are not prorated and any increment of extra time will automatically incur an extra hour charge.

C. CANCELLATIONS AND CHANGES POLICY

Cancellations, postponements, and changes of date or venue must be received in writing in order to receive a deposit refund. Any postponement of date or change of date or venue will be considered a cancellation of the current reservation and a request for a new reservation. Thus, the Cancellation and Changes Policy will apply to any request for postponement and/or change of date or venue.

The minimum cancellation fee is \$250 per venue. Cancellations, postponements, or changes of date or venue, made fewer than 30 days prior to an event will receive no deposit refund.

Security deposits, less a cancellation fee, will be refunded if the Treasure Island Development Authority receives written notice of cancellation, postponement, or change of date or venue at least 30 days prior to the scheduled event. The minimum cancellation fee of \$250 will apply to each venue. If notice of cancellation, postponement, or change of date or venue is received fewer than 150 days prior to the scheduled event, security deposits will be refunded according to the following schedule:

CANCELLATION, POSTPONEMENT, CHANGE OF DATE OR VENUE	CANCELLATION FEE	REFUND AMOUNT
(days before event)	(percentage of deposit)	(percentage of deposit)
150 days or more	\$250	100% less \$250
149-120 days	20%	80%
119-90 days	40%	60%
89-60 days	60%	40%
59-30 days	80%	20%
29 days and fewer	100%	0

V. SECURITY AND PERMITS

The Permittee shall provide, at its expense, any and all additional security and police officers required for the event as determined by the San Francisco Police Department, as well as, any medical life safety personnel or vehicles during the hours of operation of the event, as determined necessary by the San Francisco Fire Department.

The Permittee shall obtain approval from the San Francisco Police Department for alcohol sales and must obtain a one day liquor license from the California Department of Alcoholic Beverage Control.

The approval and application of an At Cost Rate will not preclude the Permittee from obtaining any necessary and required permit or regulation from City departments.

VI. INSURANCE

Special Event Insurance Requirements:

In addition to issuance of a Use Permit, Event Producers are required to carry adequate liability insurance coverage for all Special Events held on Treasure Island. Minimum insurance requirements are listed below but these requirements may be modified or increased depending on the nature of the event and as recommended by the City Risk Manager:

- Workers Compensation insurance with limits not less than \$1 million
- Comprehensive or Commercial General Liability insurance with limits not less than \$1 to 5 million (depending on nature of event, which includes of liquor liability and all independent contractors)
- Automobile Liability insurance with limits not less than \$1 million.

A Certificate of Insurance confirming coverage and an Endorsement for Additional Insureds form (known as a "Form CG 20" or equivalent) are both required. The following entities must be endorsed as Additional Insureds on all policies required of the Event Producer: "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents".

One-Day Special Event General Liability Insurance coverage is available for purchase through TIDA on a sliding fee scale based on the nature of the Special Event and the number of participants. Event Promoters may request more information from the Authority regarding the availability of this coverage if they do not carry Liability Insurance themselves.

Any and all organizations approved for any discounted rates, including the At - Cost Rate and Waiver of Standard Rates will be required to provide General Liability Insurance coverage that meets the requirements specified in the Use Permit. If the agency is self - insured, written documentation of such self insurance is required.

VII. ANNUAL REVIEW OF RATES

The rates for each venue shall be reviewed at least annually, and adjusted as deemed necessary after a market survey. Any changes to the Event Venue Rate Schedule shall be presented to the Authority Board for adoption.

February 2012

TREASURE ISLAND DEVELOPMENT AUTHORITY
EVENT VENUE RATE SCHEDULE

VENUE	RENTAL PERIOD	STANDARD RATE	NON-PROFIT RATE*
Building 1 Lobby Sunday- Thursday	8 hours	\$1,750	\$1,400
Building 1 Lobby Friday - Saturday	8 hours	\$3,500	\$2,800
Casa de la Vista Sunday-Thursday	8 hours	\$1,750	\$1,400
Casa de la Vista Friday -Saturday	8 hours	\$3,950	\$3,160
Chapel w Catering	3 hours	\$700	\$550
Chapel No Catering, Island Business	3 hours	\$1,000	\$1,000
Fogwatch Picnic Area	8 hours	\$500	\$500
Fogwatch Picnic Area -Island Resident	8 hours	\$250	\$250
The Great Lawn	24 hours	\$2,500	\$2,000
Building 3	24 hours	\$10,000	\$10,000
Set-Up/Breakdown Day	per rental period	50% Base Rental Fee	
Parking Lots			
Administration Building	24 hours		\$1,000
Chapel Lot	24 hours		\$1,000
Building 180	24 hours		\$1,000
Great Lawn Parking Lot	24 hours		\$1,000
Eucalyptus Lot	24 hours		\$1,500
Building 3	24 hours		\$1,500
9th , btwn Ave A & D (North star barracks)	24 hours		\$1,000
4th Street, btwn Ave A & D (South star barracks)	24 hours		\$1,000
Gym Lot	24 hours		\$1,000
Un Paved Lots, 4th & 5th at M & N	24 hours		\$500
Child Care Center Lot	24 hours		\$1,000
Triangular Lot, 4th Between M &N	24 hours		\$1,000
FILM AND PHOTO SHOOT FEES			
Minor Still Photo Shoot	per day		\$500
Minor Film Shoot	per day		\$1,000
Major Film Shoot	per day		\$1,500
Student Film/Photo Projects	Waived, subject to requirements		
*NON-PROFIT RATES apply ONLY to those with 501c3 status			
MILITARY DISCOUNT: Active Military and Veterans receive a 20% discount			
**STILL PHOTO and FILM PERMITS require minimum five days advance notice for processing		and do not apply to weddings	
RATES EFFECTIVE 3/1/12--SUBJECT TO CHANGE			

Exhibit B

P-xxx USE PERMIT

THIS USE PERMIT (this "Permit") dated for reference only as of _____, 200_, is made by and between the Treasure Island Development Authority ("Authority") and _____ ("Permittee").

RECITALS

WHEREAS, pursuant to that certain Lease between the United States of America and Treasure Island Development Authority for Event Venues Naval Station Treasure Island [modify as necessary to include the Master Lease(s) that covers the Premises] (the "Master Lease"), by and between the Authority and the Department of Navy (the "Navy"), a copy of which is attached hereto as Exhibit A, the Authority has the right to use that certain property located on Naval Station Treasure Island (the "Property"), as more particularly described in the Master Lease; and

WHEREAS, Permittee seeks to use a portion of the Property for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

1. Basic Permit Information

The following is a summary of the basic permit information (the "Basic Permit Information"). Each item below shall be deemed to incorporate all of the terms of this Permit pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of the Permit, the more specific provision shall control.

Authority:

TREASURE ISLAND DEVELOPMENT
AUTHORITY, a California nonprofit public
benefit corporation

Permittee:

a _____

Premises (Section 2):

That certain portion of the Property commonly known as _____, and portions of the parking area adjacent thereto, all as more particularly shown on Exhibit B, attached hereto.

Structural Report (Section 5):

[Insert the title and date of the Structural Report. If there is no Structural Report for the Premises, type in "None" here and on Exhibit D. If there is a Structural Report, include the following language on the cover sheet for Exhibit D: "The Structural Report, among other matters, notes that during an earthquake of magnitude 7 or greater, the buildings and any other structures or improvements located on or about the Premises may not provide life-safety for occupants in the event of an earthquake."]

Permitted Use (Section 6):

_____,
with no more than _____ people,
and for no other purpose whatsoever

Parking Rights (Section 7):

Up to _____ (____) vehicles may be
parked in the area designated for parking on
Exhibit B, attached hereto

Permit Fees (Section 11):

_____ Dollars (\$_____)

Term (Section 12):

Commencement Date and Time:
_____, 200__ at _____.M.

Expiration Date and Time:
_____, 200__ at _____.M.

Utilities (Section 19):

[Describe Permittee's responsibility for
utilities. If Permittee is not responsible for
any utilities, insert "Not applicable."]

Insurance Limits (Section 21):

Worker's Compensation Insurance - statutory
amounts

Employers' Liability Coverage with limits of
not less than \$1,000,000 for each accident or
occurrence

Comprehensive or Commercial General
Liability Insurance with limits not less than
\$_____ each occurrence Combined
Single Limit for Bodily Injury and Property
Damage

Comprehensive or Business Automobile
Liability Insurance with limits not less than
\$_____ each occurrence Combined
Single Limit for Bodily Injury and Property
Damage

Address for Notices (Section 26):

Authority:

Treasure Island Development Authority
One Avenue of the Palms
2nd Floor
Treasure Island
San Francisco, CA 94130
Attn.: Director of Island Operations
Phone No.: (415) 274-0660
Fax No.: (415) 274-0299

Permittee:

Attn.: _____
Phone No.: _____
Fax No.: _____

Security Deposit (Section 33):

_____ Dollars (\$____)

2. License of Premises. Authority confers to Permittee a revocable, personal, non-exclusive and non-possessory license to enter upon and use the Premises described in the Basic Permit Information for the limited purpose and subject to the terms, conditions and restrictions set forth below.

This Permit does not constitute a grant to Permittee of any ownership, leasehold, easement or other property interest or estate in the Premises. Authority is acting only in its proprietary capacity in granting the license given to Permittee under this Permit. Permittee acknowledges that (i) such grant is effective only insofar as Authority's rights in the Premises; and (ii) Permittee must separately obtain all regulatory approvals of Authority, the City and County of San Francisco ("City") or any other applicable governmental entity necessary for the Permitted Uses. Permittee shall bear all costs or expenses of any kind in connection with its use of the Premises or any other Master Lease Property.

3. Inspection of Premises. Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Permittee's Agents"), of the Premises and the suitability of the Premises for Permittee's intended use. Permittee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

4. As Is; Disclaimer of Representations. Permittee acknowledges and agrees that the Premises are being licensed and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws"), governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other

title matters affecting the Premises, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither Authority nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Permittee's use and permitted under this Permit, (v) the safety of the Premises, whether for the use of Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

5. Seismic Report and Structural Report. Without limiting Section 4 above, Permittee expressly acknowledges for itself and Permittee's Agents that it received and read that certain report dated August 1995, entitled "*Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions*," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Permittee has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils on Treasure Island and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event, there is a significant risk that buildings and any other structures or improvements located on or about the Premises may fail structurally and collapse. Permittee further expressly acknowledges for itself and Permittee's Agents that it received and read that certain Structural Report identified in the Basic Permit Information, a copy of which is attached hereto as Exhibit D (the "Structural Report").

6. Use of Premises. Permittee may enter and use the Premises for the sole purpose described in the Basic Permit Information. Permittee shall not use, and Permittee shall prohibit Permittee's Agents and Permittee's Licensees from using, the Premises for any activities other than the Permitted Uses. Permittee agrees that, by way of example only and without limitation, the following uses of the Premises by Permittee, or any of Permittee's Agents or Permittee's Invitees, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) Hazardous Material. Permittee shall not cause, nor shall Permittee allow any of Permittee's Agents or Permittee's Invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises without the prior written consent of Authority. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Premises. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or Permittee's Agents or Permittee's Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies

regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Premises or are naturally occurring substances in the Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Premises.

(b) **Nuisances.** Permittee shall not conduct any activities on or about the Premises that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Authority, to the owners or occupants of neighboring property or to the public.

(c) **Damage.** Permittee shall not do anything about the Premises that could cause damage to the Premises or any Authority property.

7. **Parking.** Permittee shall be allowed to park up to the number of vehicles set forth in the Basic Permit Information in the area designated for parking on Exhibit B attached hereto. To the extent practicable, Permittee shall use its best efforts to encourage the use of public transportation, ride-sharing, the use of shuttle busses or other pooled-means of transportation to and from the Premises. Information about public transportation servicing former Naval Station Treasure Island is attached to this Permit as Exhibit H. Further public transportation information is also available on-line at <http://www.511.org>.

8. **Resource Conservation and Sustainability.** Authority is committed to managing the Premises in as sustainable a manner as possible. In addition to Permittee's compliance with the requirements of Section 32 below, Permittee shall use its best efforts to conduct its operations in accordance with sustainable practices and shall conduct its operations in accordance with all applicable environmental laws.

California State Bill, AB 2176 (Montanez, Chapter 879, Statutes of 2004) and the San Francisco Environment Code require all operators of large events to maximize recycling and minimize waste in order to achieve high rates of landfill diversion. If Permittee's use of the Premises will host over 1,000 people, Permittee shall comply with the following requirements not later than thirty (30) days prior to the scheduled event:

- A. Submit a recycling and waste reduction plan to the Treasure Island Event Coordinator.
- B. Provide proof of attendance at an event recycling workshop or hire an approved event recycling crew. Contact the SF Department of the Environment's recycling program at 355-3754 for more information on

workshops and approved recycling services.

- C. Submit proof of recycling, trash and composting (if applicable) collection services. Proof of service can be obtained from the permitted refuse hauler, Golden Gate Disposal and Recycling (www.sfrecycling.com or 330-1300).

9. Subject to Authority and City Uses. Notwithstanding anything to the contrary in this Permit, Permittee's right to use the Premises hereunder shall be subject and subordinate to Authority and City's uses of the Premises for municipal purposes. In addition, Permittee acknowledges that the Property contains a variety of different event venues and outdoor public spaces and it is common for numerous events to be held at various venues on the Property on the same day.

10. Alterations. Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures, improvements or signs in, on, under or about the Premises, nor shall Permittee make any alterations, installations or additions ("Alterations") to any of the existing structures, improvements or signs on the Premises, unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion. Subject to Authority's consent as provided above, any permitted Alterations shall be done at Permittee's sole expense (i) in strict accordance with plans and specifications approved in advance by Authority in writing, (ii) by duly licensed and bonded contractors approved by Authority, (iii) in a good and professional manner, (iv) in strict compliance with all applicable laws and regulations, and (v) subject to all other conditions that Authority may reasonably impose. Upon termination of this Permit, Permittee shall remove all Alterations constructed or affixed to the Premises by or on behalf of Permittee and repair, at its sole cost and expense, any damage to the Premises caused by the installation or removal of such Alterations.

Without limiting the generality of the foregoing, Permittee acknowledges and agrees that, pursuant to Section 4.2 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Navy's and Authority's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.

10.1 Prevailing Wage for Theatrical Workers. Permittee agrees that the use of property owned or leased by Authority or the City shall require any Employee engaged in theatrical or technical services related to the presentation of a "Show" to be paid not less than the Prevailing Rate of Wages. A "Show" shall mean any live act, play, review, pantomime, scene, music, song, dance act, song and dance act, or poetry recitation provided in front of a live audience or recorded for the purpose of later presentation, but shall not include an event where a person solely plays pre-recorded music or pre-recorded performances so long as no other live performance is provided. Employees engaged in theatrical and technical services include, without limitation, those engaged in rigging, sound, projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services. Permittee agrees to comply with and be fully bound by, and to require its Subcontractors to comply with and be fully bound by, the provisions of Administrative Code Section 21.C-4, including, without limitation, the payment of any penalties for noncompliance and other remedies available to Authority or the City. Permittee shall cooperate fully with the Labor Standards Enforcement Officer and any other City official or employee, or any of their respective agents, in the administration and enforcement of the requirements of Administrative Code Section 21.C-4, including, without limitation, any investigation of noncompliance by Permittee or its

Subcontractors. Permittee agrees that the Authority or the City may inspect and/or audit any workplace or job site involved in or related to the performance of this Use Permit, including, without limitation, interviewing Permittee's and any Subcontractor's employees and having immediate access to employee time sheets, payroll records, and paychecks for inspection. Permittee may obtain a copy of the current Prevailing Rate of Wages from City by contacting its Office of Labor Standards Enforcement. Permittee acknowledges that the City's Board of Supervisors may amend such Prevailing Rate of Wages and agrees that Permittee and any Subcontractors shall be bound by and shall fully comply with any such amendments by the Board of Supervisors. Intellectual Property; Music Broadcasting Rights. Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property on the Premises, including, but not limited to musical or other performance rights. To the extent there is a conflict between this provision and Administrative Code Section 21.C-4, this provision shall prevail.

11. Permit Fee. Permittee shall pay to Authority a one-time non-refundable permit fee in the amount set forth in the Basic Permit Information for its use of the Premises as provided hereunder. Such fee is payable at such time as Permittee signs and delivers this Permit to Authority. Within five (5) days after demand therefor, Permittee shall pay all applicable City departments for the costs incurred by those departments in providing the use of City employees, equipment, property and facilities in connection with this Permit.

12. Term of Permit; Revocability. The privilege conferred to Permittee pursuant to this Permit shall commence on Commencement Date and Time set forth in the Basic Permit Information and shall automatically expire on the Expiration Date and Time set forth in the Basic Permit Information, unless amended in writing or sooner terminated or revoked pursuant to the terms hereof. Moreover, if the Master Lease terminates for any reason whatsoever, this Permit shall automatically terminate. Without limiting any of its rights hereunder, Authority may revoke this Permit at any time prior to the Expiration Date and Time, without cause and without any obligation to pay any consideration to Permittee.

13. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Premises allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations and regulating the posting of signs on public property. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in the Premises and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, Authority or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way Authority's exercise of its police powers. Without limiting the foregoing, before beginning any work in the Premises and/or using the Premises, Permittee at its sole cost and expense shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete the permitted work and use the Premises including, but not limited to, approvals required by the San Francisco Fire Department (e.g., General Assembly, Tent, Open Flame, Propane, etc.), the San Francisco Police Department (e.g.,

alcohol consumption and/or sales), the San Francisco Entertainment Commission (e.g., Loudspeaker, Itinerant Show, etc.), San Francisco Department of Building Inspection (e.g., electrical), the San Francisco Department of Health, and the California Department of Alcoholic Beverage Control (e.g., alcohol consumption and/or sales). Permittee shall provide copies of all such approvals to Authority prior to Permittee's use of the Premises.

14. Security. In addition to the Permit Fee described in Section 11 above, Permittee shall provide the security, police and medical support services described on Exhibit E, attached hereto, at its sole cost and expense.

15. Rules and Regulations. In connection with the Permittee's use hereunder, Permittee shall comply with the Rules and Regulations attached hereto as Exhibit F. Authority reserves the right, in its sole discretion, to change such Rules and Regulations as necessary to promote or protect the public safety, health or convenience. Authority shall give Permittee reasonable prior notice of such changes; provided, however, that no such prior notice shall be required in emergency situations.

16. Surrender; No Holding Over. Upon the expiration of this Permit, Permittee shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Premises permitted hereunder, and shall repair, at its cost, any damage to the Premises caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

If Permittee fails to surrender the Premises to Authority upon the expiration or earlier termination of this Permit as required by this Section, Permittee shall indemnify, protect, defend and hold harmless forever ("Indemnify") Authority against all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") resulting therefrom, including, without limitation, Losses caused by a succeeding permittee resulting from Permittee's failure to surrender the Premises. Permittee shall have no right to hold over without the prior written consent of Authority, which consent may be withheld in Permittee's sole and absolute discretion. If Permittee holds over the Premises or any part thereof after expiration or earlier termination of this Permit, such holding over shall be terminable upon written notice by Permittee, and the Permit Fee shall be increased to two hundred percent (200%) of the Permit Fee in effect immediately prior to such holding over, calculated on a per diem basis, and such holdover shall otherwise be on all the other terms and conditions of this Permit. This Section shall not be construed as Authority's permission for Permittee to hold over. Acceptance of any holdover Permit Fee by Authority following expiration or termination of this Permit shall not constitute an extension or renewal of this Permit.

17. Repair of Damage. If requested by Authority, Permittee shall promptly, at its sole cost and expense, repair any and all damage to the Premises and any personal property located thereon caused by Permittee or Permittee's Agents or Invitees. Permittee shall obtain Authority's prior written approval of any party to be used by Permittee to conduct such repair work. Alternatively, Authority may make such repairs on behalf of Permittee at Permittee's sole cost and expense. If Permittee damages Authority or Navy facilities or any personal property, the final repair costs owed by Permittee shall be determined by Authority in its sole and absolute discretion, and shall be paid by Permittee within five (5) days after Permittee's demand therefor. Permittee's obligations under this Section shall survive the cancellation, expiration or termination of this Permit.

18. Public Safety. Permittee agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of Authority and other government agencies responsible for public safety.

19. Utilities. Authority has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Premises. Permittee shall locate any such utilities and protect them from damage arising out of Permittee's activities. Permittee shall be solely responsible for arranging and paying for all utilities necessary in connection with the Permitted Uses as set forth in the Basic Permit Information. Any such payment shall be due and payable within five (5) days after demand therefor.

20. Release and Waiver of Claims; Indemnification

20.1. Release and Waiver of Claims. Permittee, on behalf of itself and Permittee's Agents, covenants and agrees that the Authority shall not be responsible for or liable to Permittee for, and, to the fullest extent allowed by any Laws, Permittee hereby waives all rights against the Authority and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the buildings thereon due to an earthquake or subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Authority (except as provided in Section 20.1(a) below). Without limiting the generality of the foregoing:

(a) Without limiting any other waiver contained herein, Permittee on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Authority from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Authority's decision to allow Permittee to use the Premises, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Authority.

(b) Permittee covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Authority any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 20.1.

(c) In executing these waivers and releases, Permittee has not relied upon any representation or statement other than as expressly set forth herein.

(d) Permittee has made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Permittee regardless of any claims of mistake.

(e) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

20.2. Acknowledgment. Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Permit.

20.3. Permittee's Indemnity. Permittee, on behalf of itself and Permittee's Agents, shall Indemnify the Authority from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of any building located on the Premises due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Permittee or Permittee's Agents or Permittee's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Permittee's Agents and Permittee's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Permittee in the observation or performance of any of the terms, covenants or conditions of this Permit to be observed or performed on Permittee's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Permittee, Permittee's Agents or Permittee's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises; (f) any construction or other work undertaken by Permittee on or about the Premises whether before or during the Term of this Permit; or (g) any acts, omissions or negligence of Permittee, Permittee's Agents or Permittee's Invitees, or of any trespassers, in, on or about the Premises or any alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Permit and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Authority. Notwithstanding the foregoing, Permittee's obligations to indemnify the Authority under this Section 20.3 shall remain in full force and effect regardless of whether or not the Authority's decision to permit the Premises to the Permittee, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Authority. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any Loss. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by Authority and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or sooner termination of this Permit. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to this Section 20.3, Permittee shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.

21. INSURANCE

21.1. Permittee's Insurance. Permittee shall procure and maintain throughout the Term of this Permit and pay the cost thereof the following insurance:

(a) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than the amount set forth in the Basic Permit Information; and

(b) Comprehensive or Commercial General Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability, Completed Operations and Sudden and Accidental Pollution; and

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than the amount set forth in the Basic Permit Information, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in and around the Premises; and

(d) Such other insurance as required by law or as the City's Risk Manager may require.

21.2. Claims Made Policy. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, should occurrences during the Term give rise to claims made after expiration of this Permit, such claims shall be covered by such claims-made policies.

21.3. Annual Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

21.4. Additional Insureds. Liability policies shall be endorsed to name as additional insureds the "Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents" (Insurance Certificate with Endorsement for such additional insureds).

21.5. Payment of Premiums. Permittee shall pay all the premiums for maintaining all required insurance.

21.6. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Authority and Permittee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of

subrogation rights endorsements to all policies relating to the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

21.7. General Insurance Matters.

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Authority at the address for Notices specified in the Basic Permit Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Authority, shall be furnished to Authority, along with complete copies of policies if requested by Authority.

(d) All insurance policies required to be maintained by Permittee hereunder shall be issued by an insurance company or companies reasonably acceptable to Authority with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.

21.8. No Limitation on Indemnities. Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations herein or any of Permittee's other obligations or liabilities under this Permit.

21.9. Lapse of Insurance. Notwithstanding anything to the contrary in this Permit, Authority may elect in Authority's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

21.10. Permittee's Personal Property. Permittee shall be responsible, at its expense, for separately insuring Permittee's Personal Property.

22. No Assignment. This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances.

23. No Joint Venture or Partnership; Independent Contractor. This Permit does not create a partnership or joint venture between Authority and Permittee. Permittee shall be solely responsible for all matters relating to the payment of its employees, including, without limitation, compliance with any federal, state or local law and all other regulations governing such matters.

24. Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of Authority or Permittee, including, but not limited to, fire, casualty or labor strike, which event renders impossible the fulfillment of any term of this Permit, Permittee and Authority shall have no right to nor claim for damages against the other.

25. Possessory Interest Taxes; Payment of Taxes. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the

Premises pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by applicable law.

26. Notices. Except as otherwise provided herein, any notices given under this Permit shall be addressed to the Authority and Permittee at the addresses set forth in the Basic Permit Information. Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Mail, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight carrier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first class mail on such date.

27. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

28. Non-Discrimination.

28.1 Covenant not to Discriminate. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City or Authority employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

28.2 Subcontracts. Permittee shall include in all subcontracts relating to the Premises a non-discrimination clause applicable to such subcontractor in substantially the form of Section 28.1 above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this Section shall constitute a material breach of this Permit.

28.3 Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

28.4 Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

29. Tropical Hardwoods and Virgin Redwood. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

30. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

31. Conflicts of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify Authority.

32. Food Service Waste Reduction. Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food

service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Permittee's failure to comply with this provision.

33. Security Deposit. Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount set forth in the Basic Permit Information as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Permittee, Permittee's Agents or Permittee's Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent that Authority is not entitled to retain or apply the security deposit pursuant to this Section 33, Authority shall return such security deposit to Permittee within forty-five (45) days of the termination of this Permit, or such longer period as is reasonably necessary for Authority to confirm Permittee's compliance with the requirements of this Permit.

34. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

35. Intellectual Property; Music Broadcasting Rights. Permittee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property, including, but not limited to musical or other performance rights. (Note to Permittee: To obtain the appropriate music performance license, you may contact the BMI Licensing Executive toll free at 1-877-264-2137 Monday – Friday, 9-5 p.m. (Central Time) and the American Society of Composers, Authors and Publishers (“ASCAP”) at 1-800-505-4052 Monday – Friday, 9-5 p.m. (Eastern Time)).

36. TIHDI Job Broker. Permittee shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as Exhibit G.

37. General Provisions. (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of Authority shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit. (l) This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Permittee represents and warrants to Authority that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.

PERMITTEE:

a _____

By: _____

Name: _____

Title: _____

AUTHORITY:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____

Mirian Saez

Director of Island Operations

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Deputy City Attorney

EXHIBIT A

Master Lease(s) between TIDA and United States Navy

EXHIBIT B

Premises

EXHIBIT C

"Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco – August, 1995

EXHIBIT D

Structural Report

(If for outdoor space or facility without structural report,
list "None")

EXHIBIT E

Security

EXHIBIT F

Rules and Regulations

EXHIBIT G

TIHDI Job Broker Program

EXHIBIT H

Public Transportation Information

1 [Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule]

2 **Resolution Approving and Authorizing Revisions to the Treasure Island Rental Policy for Special**
3 **Events and Event Venue Rate Schedule, Treasure Island.**

4 **WHEREAS**, Former Naval Station Treasure Island is a military base located on Treasure Island
5 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of
6 America, acting by and through the Department of the Navy; and,

7 **WHEREAS**, The Base was selected for closure and disposition by the Base Realignment and
8 Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

9 **WHEREAS**, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
10 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
11 corporation known as the Treasure Island Development Authority (the "Authority") to act as a single
12 entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of
13 the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City
14 and County of San Francisco (the "City"); and,

15 **WHEREAS**, Under the Treasure Island Conversion Act of 1997, which amended Section
16 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes
17 of 1968 (the "Act"), the California Legislature (i) authorized the Board of Supervisors to designate the
18 Authority as a redevelopment agency under the California Community Redevelopment Law ("CRL")
19 with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to
20 those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to
21 administer the public trust for commerce, navigation and fisheries as to such property; and,

22 **WHEREAS**, On January 24, 2011, the Board of Supervisors rescinded designation of the
23 Authority as the redevelopment agency for Treasure Island under California Community
24 Redevelopment Law in Resolution No. 11-12; and such rescission does not affect Authority's status as

1 the Local Reuse Authority for Treasure Island or the tidelands trust trustee for the portions of Treasure
2 Island subject to the tidelands trust, or any of the other powers or authority; and,

3 **WHEREAS**, The Authority manages multiple event venues on Treasure and Yerba Buena
4 Islands, and has established competitive rates utilizing market comparables; and, **WHEREAS**, On
5 February 14, 2007, the Authority's Board of Directors adopted Resolution No. 07-16-02/14 authorizing
6 the Authority to establish a Rental Policy for Special Events and to adopt an Event Venue Rate
Schedule, and was revised in October 2007; and,

7 **WHEREAS**, The Rental Policy provides a consistent and transparent tool for managing event
8 rentals, film and photo shoots, and parking lot rentals as well as serves as a comprehensive structure of
9 standard operating procedures by which to effectively execute use permits; and,

10 **WHEREAS**, The Rental Policy and Rate Schedule have been in effect for almost five years,
11 and during this time, the events component on Treasure Island has dramatically evolved including the
12 creation of a Joint Venture ("JV") between Treasure Island Homeless Development Initiative, a
13 California nonprofit corporation ("TIHDI"), Toolworks, a California nonprofit corporation, and Wine
14 Valley, Inc., a California corporation doing business as Wine Valley Catering which was formed in
15 October 2007 in order to provide employment and job training opportunities for homeless, at risk
16 and/or disabled residents of Treasure Island and San Francisco, while increasing event rental revenues
for the Authority; and,

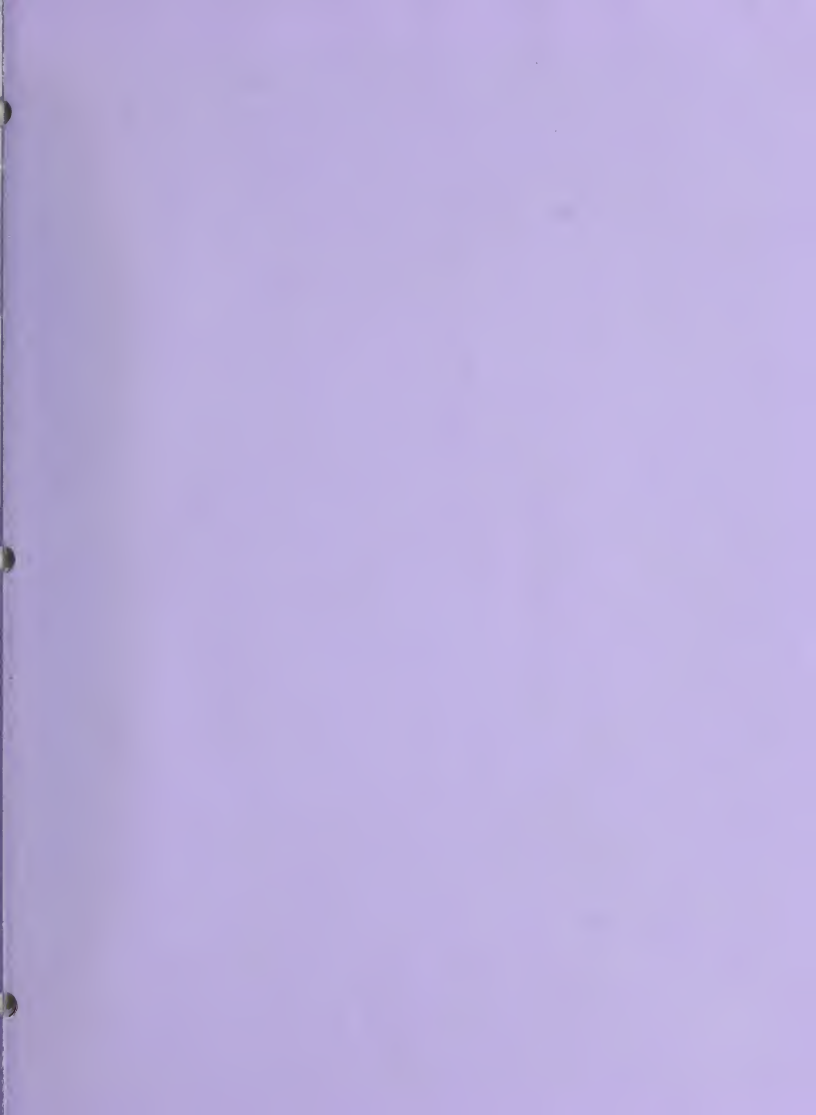
17 **WHEREAS**, The Authority, through its own efforts in promoting Treasure Island as a
18 "Recreation Destination" has been successful in promoting such events as Treasure Island Music
19 Festival, Oracle Open World Appreciation Night, and Treasure Island Flea Market, project staff
20 concludes that due to the profile and volume of special events on Treasure Island, revisions to the
21 Rental Policy are required which will reflect current economic and market conditions, subleasing of
22 the venue portfolio, and revisions to language in The Use Permit to ensure adherence to The
Administrative Code of The City and County of San Francisco; and,

23 **WHEREAS**, Project Staff proposes to make six changes to the Rental Policy as follows: (i)
24 Provisions for Ferry Landing Fees have been removed as Pier 1 is now under sublease to Bay Ship and
25 Yacht Company, (ii) Section I (Rental Rate Classifications) has been revised to include discount

1 provisions for City employees as previously, there was no discount for City employees, (iii) Section IG
2 (At – Cost Rates) has been revised to reflect current eligible organizations; Kidango, and Glide
3 Memorial Methodist Church have been removed . (iv) Section IID- Parking Lot rates has been revised
4 to reflect current rate calculations of parking lots not included in the Rental Rate Schedule and allowing
5 the Authority to charge a minimum prorated rate of \$.10 per square foot depending on the condition of
6 the parking lot, (v) Section III- Special Event Application Submittal, Review, Approval Application has
7 been expanded to include full description of the process of application submittal, review, and approval.
8 and (vi) Section VI (General Liability Insurance) has been updated to reflect current insurance and
9 endorsement requirements as well as allowing the Authority to require greater insurance coverages
10 depending on the type, size or location of an event; and,

11 WHEREAS, Project staff proposes to revise the Rental Schedule to reflect economic and
12 market conditions based on Project Staff's Competitive Analysis of similar Bay Area special event
13 venues, including a 50% discounted Sunday through Thursday rates for Casa De la Vista and Building
14 One in order to be more competitive with similar venues, a non-catering rate reduction from \$1,500 to
15 \$1,000 for the Chapel in order to attract off - Island businesses and encourage other Island event venues
16 to utilize the facility and the pricing for Building Three has been repositioned resulting in a reduction of
17 the event day rate from \$16,500 to \$10,000 and increasing the set-up and breakdown fees from \$2,500
18 to \$5,000 per day all as included on Exhibit "A"; and,

19 WHEREAS, Project Staff also proposes to amend the Use Permit as attached as Exhibit "B" in
20 order to require prevailing wage for theatrical workers in order for the Authority to be consistent with
21 other permitting agencies within the city and county of San Francisco requiring all employees of City
22 and County permittees engaging in certain theatrical services be paid no less than the Prevailing Rate of
23 Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for
24 similar work; Now, Therefore, Be It
25



High Speed Rail and Caltrain on the Peninsula Corridor



SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

February 1, 2012

Agenda

Peninsula Corridor High-Speed Rail Segment

San Francisco Working Group

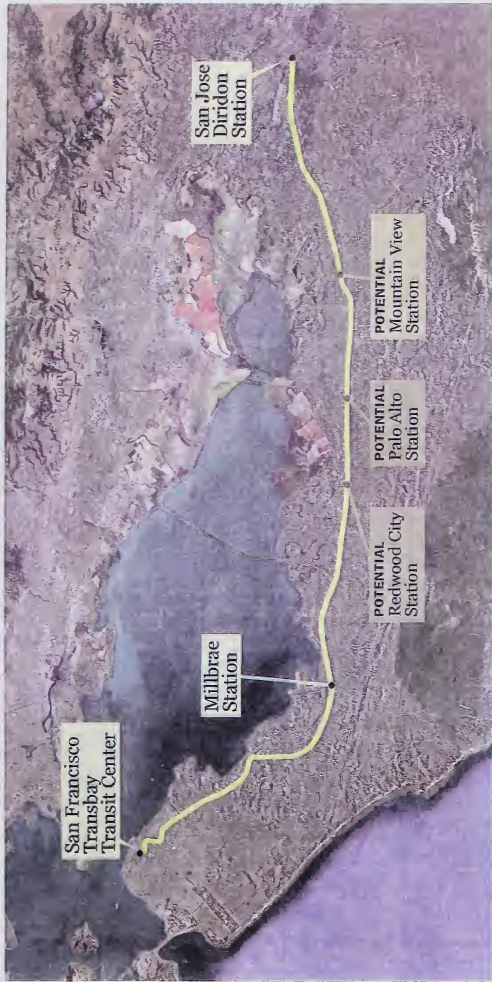
Business Plan

Proposal for "Fast Start"

Next Steps



San Francisco Peninsula Corridor High-Speed Rail Segment



San Francisco High-Speed Rail Technical Working Group – Genesis

- **Concerns with CHSRA Draft Alternatives Analysis**
 - Included terminal options other than Transbay
 - Severe impacts to 16th Street and Mission Bay Drive
 - Reduced street access to Mission Bay
 - Impacted planned Bayshore Caltrain Station and Geneva Avenue Extension
- **Multiple agency interests**
- **Address issues from coordinated San Francisco perspective**
- **Provide a way of developing the City's perspective**



San Francisco High-Speed Rail Technical Working Group - Participants



Transbay Joint Powers Authority

San Francisco County Transportation Authority



San Francisco City Agencies: TRANSBAY JOINT POWERS AUTHORITY



- Mayor's Office of Economic and Workforce Development

- Municipal Transportation Agency

- Department of Public Works



SFMTA

Municipal Trans

- Redevelopment Agency

- Port of San Francisco



Planning Department

TRANSBAY JOINT POWERS AUTHORITY

PORT OF

PORT OF



San Francisco High-Speed Rail Technical Working Group - Accomplishments



Established a forum for City agencies

Improved coordination with California High-Speed Rail Authority (CHSRA)

Reaffirmed Transbay as San Francisco terminus

Identified additional options for rail maintenance facility location

Established consensus for blended operation of high-speed rail and Caltrain

Helped persuade CHSRA to adopt blended operation

Obtained agreement to include City options for 16th Street / Mission Bay Drive in EIS/R



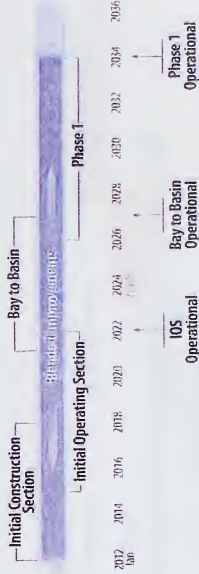
High-Speed Rail Project Proposed Phasing

**Initial Construction
Section in Central Valley**

**Initial Operation Section
may be to either San
José or Sylmar in 2024**

**San Francisco to Los
Angeles in 2034**

**Phase I costs increased
from \$43 billion to a
range of \$99 to \$118
billion**



San Francisco Concerns with Business Plan Schedule

Both IOS options are low ridership:

- Central Valley to San José (north)
- Central Valley to San Fernando Valley (south)

"Bay to Basin" service In 2027 only connects San José to San Fernando Valley

Service from Los Angeles in 2034 only goes to 4th and King in San Francisco

No schedule for service to Transbay

Given unidentified funding, schedule is optimistic



Other San Francisco Concerns with Business Plan

\$25 billion spent before first passenger boards a train

Long wait for service could frustrate public

Embraces a form of blended operation but at high cost

Unlikely to attract private funding



San Francisco Peninsula 'Fast Start'

A way to initiate near-high-speed passenger rail service now

Can be implemented concurrent with Central Valley test track construction

Provides an early high-speed rail experience

Provides the best chance for attracting private funding because of high ridership and joint development opportunities

Creates possibility for Peninsula agreement



San Francisco Peninsula "Fast Start"

Merging of two currently planned projects :

- Electrification of Caltrain from San Francisco to San José
- Caltrain Downtown Extension to Transbay
- Limited additional infrastructure to accommodate both high-speed and Caltrain rolling stock



Caltrain Electrification & Downtown Extension

Downtown Extension environmentally cleared

Caltrain Electrification cleared once JPB adopts EIR

Some funding in place



"Fast Start" - High-Speed Rail Opportunity

• **Early delivery of high-speed rail service to San Francisco**

• **High ridership**

• **Model for system-wide expansion**

• **Best use of available funds**



	"Fast Start" (\$B)	Rail Authority Blended (\$B)	Full Build- Out (\$B)
San José to 4 th & King	\$3.0	\$13.6	\$13.6
DTX to Transbay	\$1.5 ¹	-	\$2.6
TOTAL	\$4.5	\$13.6	\$16.2

¹ Reflects expected cost savings due to reductions in scope, deferral of some components, and use of alternate project delivery methods.



San Francisco Peninsula "Fast Start" Ridership

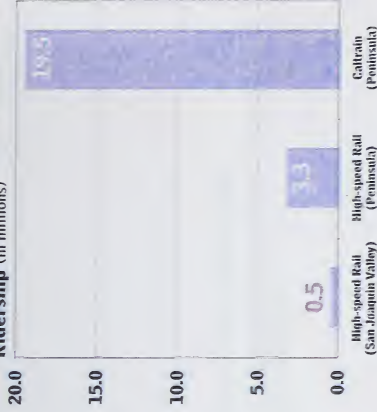
Annual Ridership Projections for 2030

Central Valley High-Speed
Rail – 0.5 million ¹

Peninsula High-Speed
Rail – 3.3 million ¹

Caltrain – 19.5 million ²

Forecast 2030 Annual Region-to-Region
Ridership (in millions)



¹ 2012 CHSRA Draft 2012 Business Plan, Draft Technical Memorandum, page 6-12

² SFCTA RPMP Model, using ADAS Land Use Projections 2007 and 2010



Caltrain Capacity Study

Preliminary Findings

- Blended system concept has merit
- Potential for up to 10 trains/hour/direction

	No Passing Tracks	With Passing Tracks
Caltrain	6	6
High-Speed Rail	2	4



To support the efforts of the Working Group, the Authority is completing a feasibility study to:

- **Establish reconnaissance-level feasibility**
- **Evaluate alternative project delivery methods**
- **Analyze potential alternative funding sources including private investment**



Everyone agrees ...

... With the idea of a blended operation that accommodates both Caltrain and high-speed rail

... That the Peninsula wants high-speed rail service sooner rather than later

... That cost reductions and increased funding are needed

... That construction will likely start in the Central Valley

... That "Fast Start" should be done simultaneously with the Central Valley construction segment



High Speed Rail and Caltrain on the Peninsula Corridor

Thank you



SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

February 1, 2012

1 City and County of San Francisco High Speed Rail Policy Statement

2 **Treasure Island Development Authority Board's support of High-Speed Rail Project.**

3 WHEREAS, Former Naval Station Treasure Island is a military base located on
4 Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by
5 the United States of America (the "Navy"); and,

6 WHEREAS, The Base was selected for closure and disposition by the Base
7 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its
8 subsequent amendments; and,

9 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
10 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit
11 corporation known as the Treasure Island Development Authority (the "Authority") to act as a
12 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
13 conversion of the Base for the public interest, convenience, welfare and common benefit of
14 the inhabitants of the City and County of San Francisco; and

15 WHEREAS, The California High-Speed Rail Authority (CAHSRA) is responsible for
16 constructing a Bay-to-Basin system of high-speed trains, stretching hundreds of miles
17 between California's two major urban centers, and in doing so, realizing the vision of quality
18 public transportation that voters approved in 2008; and

19 WHEREAS, The CAHSRA has released the Draft 2012 Business Plan for comment,
20 and that plan reflects a realistic assessment of the time and funds needed to construct the rail
21 system; and

22 WHEREAS, The Treasure Island Development Authority is firmly committed to seeing
23 High-Speed Rail built as quickly and cost-effectively as possible and urges the State to issue
24 voter-approved Proposition 1A High Speed Rail Bonds as quickly as possible; and

1 WHEREAS, California needs high-speed rail, and while the business plan's cost for
2 Phase I is higher than anticipated, it must be emphasized that the State will either need to
3 invest in sustainable modes of travel, or we must spend an equal or greater amount to widen
4 highways and expand airports, therefore High-Speed Rail is a smarter way to make the
5 transportation investments California will need in coming decades; and

6 WHEREAS, California needs to get started very soon on key early projects and pre-
7 implementation plans that will pave the way for high-speed trains to travel to their northern
8 terminus at the Transbay Transit Center; and

9 WHEREAS, San Francisco, through the Transbay Joint Powers Authority, has
10 evidenced is strong support for High Speed Rail by the substantial financial commitment to
11 support High Speed Rail with the construction of the Transbay Transit Center, and is currently
12 the only jurisdiction in the country that has done so; and

13 WHEREAS, Full implementation of the High-Speed Rail system will link downtown San
14 Francisco with downtown Los Angeles, and ultimately to San Diego, and this goal can only
15 become reality if high-speed trains run all the way up the Peninsula, through Mission Bay, and
16 into the Transbay Transit Center; and

17 WHEREAS, In order for the California High-Speed Rail system to achieve maximum
18 ridership, it must terminate in the center of San Francisco's urban center, the most intensive
19 and focused job core in the region, and the Transbay Center offers transit connectivity that will
20 truly drive system ridership, fully completing the inter-regional network and fulfilling the original
21 vision of the rail plan; and

22 RESOLVED, The Treasure Island Development Authority supports High-Speed Rail
23 and pledges to work cooperatively with the California High-Speed Rail Authority and other
24 regional governing entities to implement this important project; and, be it further
25



AGENDA ITEM 7
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 8, 2012

Subject: Resolution approving a Temporary Emergency Housing Plan (TEHP) for available Treasure Island Villages housing units (*Approval Item*)

Contact: Mirian Saez, Director of Island Operations

Phone: 415-274-0660

BACKGROUND

As memorialized in the Care and Shelter Annex of the City and County of San Francisco Emergency Response Plan, the City's Human Services Agency (HSA), together with the American Red Cross (ARC), provide up to one week of immediate shelter and support services to City residents displaced from their primary place of residence by a localized disaster, such as a fire, landslide or large-scale utility disruption. After this initial care-and-shelter period, displaced residents usually arrange continued temporary residence through renters or homeowners insurance coverage, family, or short-term rental of temporary accommodations. A subset population of displaced residents often remains who are unable to arrange their own private means of continued temporary housing or lodging. Identifying available temporary housing to serve this population poses an additional challenge to City recovery operations post-disaster.

HSA is responsible for identifying housing stocks Citywide that are available on short notice for this population on a temporary basis until their permanent place of residence is again habitable. To assist HSA in its recovery operations and delivery of emergency temporary housing, Project Office staff, The John Stewart Company (JSCO) staff and HSA staff have formulated a Temporary Emergency Housing Plan (TEHP) allowing for JSCO to voluntarily make available market rate Treasure Island housing units, collectively known as The Villages at Treasure Island ("Villages"), under the management of JSCO for temporary emergency housing of displaced City residents.

TEMPORARY EMERGENCY HOUSING PLAN

Under the proposed TEHP, HSA will contact Project Office staff with a request for housing of temporarily displaced residents. At the time of request, HSA will provide Project Office staff demographic information including the number of people needing temporary emergency housing, number of units needed, expected timeframe of temporary housing need and any other special needs or considerations associated with the displaced residents in question. Project Office staff, in consultation with JSCO staff, Office of Economic and Workforce Development (OEWD) staff and Treasure Island Community Development, LLC (TICD), will provide HSA a listing of The Villages units available at that time for use by the TEHP. Treasure Island Villages units available for use under the TEHP will be limited to up to 15 units that Project Office staff, in consultation with JSCO staff, OEWD staff and TICD, determines are available and appropriate for use under the TEHP at the time of request. Only currently vacant units that do not

fit the parameters or needs of The Village's current and anticipated transitioning households and do not conflict with the development project will be considered. Occupancy of The Villages units under the TEHP would be contingent on the avoidance of any conflicts with on-going transition programs under the Transition Housing Rules and Regulations.

Depending on the specific request, JSCO is able to prepare units for occupancy within one week of receiving the initial request. In order to facilitate placement of affected residents, HSA may designate a social services agency to serve as HSA's designee for the purpose of the TEHP. HSA, or its designee, will enter into an individual Temporary Emergency Housing sublease (Emergency Housing Sublease) with JSCO for each Treasure Island housing unit utilized by the TEHP, and the HSA or its designee will also enter a Temporary License Agreement (Emergency Housing License) with the displaced residents for each individual unit utilized by the TEHP.

TERMS AND CONDITIONS OF UNIT OCCUPANCY UNDER THE PLAN

The term of the Emergency Housing Sublease and the Emergency Housing License will not exceed six months. Security deposit and monthly rent amounts for the units will be memorialized in the individual Emergency Housing Subleases. The per-unit rental rate will be at-cost, calculated by JSCO staff to capture basic operations and maintenance costs attached to the individual unit. HSA or its designee will be responsible for monthly rent payments to JSCO, as memorialized in the Emergency Housing Sublease. HSA or its designee shall also be responsible for collecting monthly rent payments, memorialized in the Emergency Housing Licenses, from the individual residents occupying The Villages units under the TEHP. Failure of HSA or HSA's designee to collect monthly rent payments required under the Emergency Housing License shall not relieve HSA or HSA's designee of monthly rent payment responsibilities contained in the Emergency Housing Sublease.

Upon execution of the Emergency Housing Sublease, HSA or its designee will assume the responsibility of the master tenant under the Emergency Housing Sublease. HSA or its designee will be responsible for coordinating the temporary resident's orientation meeting with JSCO staff, coordinating move-in and move-out inspections with JSCO and the temporary residents, and for assuring temporary residents' compliance with the Treasure Island House Rules and with all terms and conditions of the Emergency Housing Sublease and Emergency Housing License documents. As with all Treasure Island residents, temporary residents will be required to obey the terms of the House Rules at all times. JSCO management will be responsible for all unit maintenance issues in accordance with the terms of its agreement with the Authority. Temporary residents will contact HSA or its designee for all other issues not pertaining to basic unit maintenance. HSA or its designee shall insure appropriate social integration on Treasure Island of the temporary residents, including providing information about supportive services and community resources available to on-Island residents.

Upon the termination of the Emergency Housing License and the Emergency Housing Sublease, the temporary residents will move out of The Villages units. The final month's rent payment due under the Emergency Housing Sublease will be pro-rated to reflect the number of days the unit was occupied under the TEHP. JSCO staff, the temporary resident and HSA or its designee shall conduct a move-out inspection of the unit. Damages shall be recorded on The Villages standard move-out inspection paperwork. HSA or its designee will be responsible for the cost of all damages, above reasonable wear and tear, identified by JSCO staff during the move-out

inspection, including all associated costs of damage incurred which may be above and beyond the security deposit amount held for the unit.

RECOMMENDATION

Staff recommends approval of the Temporary Emergency Housing Plan.

EXHIBIT A: Temporary Emergency Housing Plan documents

Prepared by: Peter Summerville
For: Mirian Saez, Director Island Operations

Treasure Island Temporary Emergency Housing Plan

Participants
City and County of San Francisco Human Services Agency (HSA)
Treasure Island Development Authority (TIDA)
The John Stewart Company (JSCO), properly manager for The Villages at Treasure Island (The Villages)

1. Purpose

This document explains how available vacant units on Treasure Island are activated, occupied, managed and maintained for the purpose of temporary emergency housing of City and County of San Francisco (CCSF) residents displaced from their primary residences by an emergency or disaster.

2. Scope and Assumptions

The Care and Shelter Annex of the City and County of San Francisco Emergency Response Plan (the "CCSF ERP"), assigns the CCSF Human Services Agency (HSA) and the American Red Cross (ARC) responsibility for the post-disaster care and shelter of CCSF residents displaced by an emergency or disaster. This responsibility lasts approximately seven days from the time of the incident. A localized disaster such as a structure fire, landslide or utility disruption affecting a primary residence – be it a house, apartment building, condominium or single-room occupancy hotel - creates a population of temporarily displaced individuals and families (Displaced Residents). Historically, such emergency temporary housing needs can last for periods between one month and two years, depending on the severity of the incident and the timeframe for repair of the damaged building in question.

A subset of this Displaced Residents population is often unable to arrange their own private means of continued temporary housing or lodging after the initial HSA-ARC seven day care-and-shelter period expires. HSA is responsible for identifying available housing stocks Citywide which can accommodate these Displaced Residents until their permanent place of

residence is returned to a habitable condition. In certain instances, HSA is challenged in identifying available temporary housing to accommodate these Displaced Residents on short notice.

The John Stewart Company (JSCO) is responsible for the day-to-day management and leasing of the Treasure Island market-rate rental housing portfolio known as The Villages at Treasure Island (The Villages). The Treasure Island Development Authority (TIDA) and JSCO are parties to the TIDA-JSCO Sublease, Development, Marketing and Property Management Agreement for market-rate residential leasing of The Villages (the "TIDA-JSCO Master Sublease"). All subleases, rental agreements and license agreements executed by JSCO, whether with individuals, corporations or agencies, are subject to the terms and conditions of both the TIDA-JSCO Master Sublease as well as all applicable Master Lease agreements between TIDA and the United States Navy for Treasure Island housing, buildings and grounds ("TIDA-Navy Master Lease").

TIDA and JSCO voluntarily wish to establish a pre-determined process for post-disaster occupancy of up to 15 vacant and available Villages units by Displaced Residents, serving to support HSA efforts to expedite placement of Displaced Residents. It is understood that availability of The Villages units for temporary emergency housing will vary, availability will not exceed any more than 15 vacant units at any given period, and there may be instances where JSCO cannot accommodate such requests when made by HSA.

Monthly rental rates for units occupied by Displaced Residents under the Temporary Emergency Housing Plan shall be "at-cost", based on JSCO's calculation of standard operations and maintenance costs associated with each individual unit. This monthly rental rate shall be memorialized in a Temporary Emergency Housing Sublease between JSCO and HSA, or an appropriate HSA designee, and shall be paid directly to JSCO by HSA or HSA's designee.

Displaced Residents and HSA or its designee will enter into a License Agreement. Displaced Residents shall not pay rent directly to The Villages, but instead shall submit their monthly License Agreement payment directly to HSA or HSA's designee in accordance with the terms and conditions of the License Agreement. Failure of HSA, or HSA's designee, to collect monthly License Agreement payments from Displaced Residents does not relieve HSA or HSA's designee of responsibility for monthly rent payments due to JSCO under the Temporary Emergency Housing Sublease.

3. Sequence of Actions

The following steps are taken to initiate and manage Temporary Emergency Housing on Treasure Island:

- a. **HSA Initial Request:** Upon request from Displaced Residents, HSA contacts TIDA indicating a need for temporary emergency housing on Treasure Island. HSA provides information on Displaced Residents, expected timeframe of temporary emergency housing need and any other special needs or considerations associated with the request or with the Displaced Residents.

At the time of this initial request, HSA submits to TIDA the name of any third-party supportive services agency ("HSA's designee") that shall serve as party to the Temporary Emergency Housing Sublease and to the License Agreement.

- b. **Unit Identification:** Upon receipt of the request from HSA and in consultation with JSCO, TIDA identifies units currently available and appropriate for the specific request. TIDA provides HSA information on the available unit stock. Assuming the available unit stock is acceptable to HSA and to the Displaced Residents, TIDA requests JSCO to prepare individual Temporary Emergency Housing Subleases (**Sample attached as EXHIBIT A**) for each unit. HSA or HSA's designee concurrently prepares a License Agreement (**Sample attached as EXHIBIT B**) between HSA or HSA's designee and the Displaced Residents for each unit for review and execution. TIDA additionally requests JSCO to commence unit turnover and move-in preparation process.
- c. **Unit Turnover and Readiness Process:** The Villages vacant units on Treasure Island are at a "Semi-Ready" state, meaning the unit was recently painted, the carpet is durable, appliances are in working order, windows and doors are secured, utilities are activated and all locks are working. To change the status to a "Ready" state for occupant move-in requires a minimum of 48 hours lead time. To change multiple units to a "Ready" state at the same time requires a longer lead time. The additional processes undertaken for transitioning a unit from a "Semi-Ready" state to a "Ready" state includes:
 - Testing all appliances for functionality
 - Testing the boiler/furnace/hot water heater for functionality
 - Testing the unit's electrical system for functionality

- Testing functionality of all door locks
- Testing functionality of all light bulbs and fixtures
- Re-keying the front door
- Performing basic janitorial services including vacuuming and mopping the unit's flooring and cleaning the backyard

d. Temporary Emergency Housing Sublease Execution, License Agreement Execution and Tenant Move-in: Ahead of occupant move-in, HSA, or HSA's designee, and JSCO review and execute Temporary Emergency Housing Sublease documents for each of the individual units being occupied. HSA, or HSA's designee, also execute License Agreements for each individual unit with the Displaced Residents.

Upon execution of the Temporary Emergency Housing Subleases and License Agreements, all initial rent and security deposit payments are made to The Villages. The Villages standard resident orientation meeting takes place and the Treasure Island House Rules (**Attached as EXHIBIT C**) are reviewed. A walk-through of the units is conducted with Villages, the Displaced Residents and a representative from HSA or HSA's designee. All of these actions take place prior to Displaced Residents occupying the units. It is understood that the units are unfurnished beyond standard bathroom and kitchen appliances and fixtures.

e. Unit Occupancy: The term of Displaced Resident occupancy under the Temporary Emergency Housing Plan shall not exceed six months. HSA, or HSA's designee, maintains responsibility for Displaced Residents compliance with the terms of the Temporary Emergency Housing Sublease, License Agreement and Treasure Island House Rules. Displaced Residents are expected to obey the terms of the House Rules at all times during occupancy. Any violations of the House Rules may result in immediate termination of the unit's Temporary Emergency Housing Sublease, the unit's License Agreement, and subsequent removal of the Displaced Resident from their unit. Displaced Residents contact JSCO directly for unit maintenance issues. Displaced Residents contact HSA, or HSA's designee, for all other issues not pertaining to unit maintenance.

f. Monthly Rent Payment: HSA, or HSA's designee, remits all monthly rent payments due in accordance with the terms and conditions of the Temporary Emergency Housing Sublease(s) directly to The

Villages. Displaced Residents do not submit rent payments directly to JSCO.

HSA or HSA's designee collects monthly rent payments due from Displaced Residents in accordance with the terms and conditions of the License Agreement. Failure of HSA, or HSA's designee, to collect monthly License Agreement payments from Displaced Residents does not relieve HSA or HSA's designee of responsibility for monthly rent payments due JSCO by HSA or HSA's designee under the Emergency Housing Sublease.

- g. Unit Move-Out:** HSA, or HSA's designee, notifies JSCO in writing of its intent to terminate Temporary Emergency Housing Sublease(s) as Displaced Residents prepare to move back in to their primary residences. Temporary Emergency Housing Sublease rental rates for the month in which move-out occurs are pro-rated to reflect the number of days the unit was occupied during that month.

Upon receipt of the intent to terminate, JSCO schedules a move-out inspection of each unit. During the move out inspection, JSCO checks for and documents damages in the units that are above normal wear and tear, (**Sample attached as EXHIBIT D**). HSA, or HSA's designee, is responsible for cost of repair of all damages caused by occupants above reasonable wear and tear. These costs are deducted from the security deposit for the unit prior to issuance of a security deposit refund. Should the cost of damage to a unit exceed the security deposit amount held by JSCO for the unit in question, HSA or HSA's designee shall be responsible for such additional costs above and beyond the security deposit amount.

- h. Termination of Temporary Emergency Housing Sublease Agreement:** After completion of the move-out inspection, all final payments are made to JSCO. All remaining security deposits are refunded by JSCO to HSA, or HSA's designee, within 30 days of the move-out date.

4. Roles and Responsibilities

HSA

- Assesses suitability of displaced resident population for temporary relocation to available The Villages housing.

- Provides TIDA demographic information on affected CCSF residents/families requesting temporary emergency housing at The Villages
- Enters as a party into the Temporary Emergency Housing Sublease agreement with JSCO or identifies third-party supportive services agency to serve as HSA's designee and enter into Temporary Emergency Housing Sublease with JSCO.

The below roles and responsibilities shall be assigned to either HSA or a designee of HSA

- Enters as a party into the License Agreement with Displaced Residents for occupancy of The Villages units.
- Assures fulfillment of all fiduciary responsibility to JSCO contained in Temporary Emergency Housing Sublease.
- Assures Displaced Residents compliance with Temporary Emergency Housing Sublease, License Agreement and Treasure Island House Rules.
- Provides Displaced Residents appropriate on-Island social integration and access to available on-Island supportive services.
- Coordinates Displaced Residents attendance at all unit inspections and meetings as requested by JSCO.

TIDA

- Intakes temporary emergency housing request from HSA and coordinates with JSCO to determine unit availability.
- Reviews suitability of any third-party supportive services agency assigned to serve as HSA's designee for Temporary Emergency Housing Sublease with JSCO.
- Monitors Temporary Emergency Housing Sublease and License Agreement in compliance with Master Housing Sublease and Master Lease.

JOHN STEWART COMPANY

- Enters as party to Temporary Emergency Housing Sublease agreement with HSA or HSA's designee.
- Prepares unit(s) for occupancy by Displaced Residents using standard unit turnover process detailed in Section 3.

- Coordinates standard unit move-in/move-out process detailed in Section 3.
- Interfaces with Displaced Residents on unit maintenance issues throughout term of unit occupancy.
- Assures Temporary Emergency Housing Sublease compliance, including fulfillment of all fiduciary responsibilities by HSA or HSA's designee, throughout term of unit occupancy.

EXHIBITS:

Exhibit A – Temporary Emergency Housing Sublease

Exhibit B – License Agreement

Exhibit C – Treasure Island House Rules

Exhibit D – Treasure Island Villages Unit Move-Out Documentation

1 [Temporary Emergency Housing Plan]

2 **Resolution approving a Temporary Emergency Housing Plan for available Treasure**
3 **Island Villages housing units**

4 **WHEREAS**, On May 2, 1997, the Board of Supervisors (the "Board") passed
5 Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a
6 nonprofit public benefit corporation known as the Treasure Island Development Authority (the
7 "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction,
8 rehabilitation, reuse and conversion of former Naval Station Treasure Island (the "Base") for
9 the public interest, convenience, welfare and common benefit of the inhabitants of the City
10 and County of San Francisco; and,

11 **WHEREAS**, On September 1, 1999, the United States of America, acting by and
12 through the Department of the Navy ("Navy"), and the Authority entered into Navy Lease No.
13 N6247499RP00B19, under which the Navy leased to the Authority portions of the former Navy
14 housing on the Base; and,

15 **WHEREAS**, On March 17, 1999, the Authority and The John Stewart Company
16 ("JSCO") entered into a Sublease, Development, Marketing and Property Management
17 Agreement, under which the Authority subleased to JSCO portions of the former Navy
18 housing on the Base for rental as market rate housing units known as The Villages at
19 Treasure Island ("The Villages").

20 **WHEREAS**, The City and County of San Francisco Human Services Agency ("HSA") is
21 responsible for identifying Citywide housing stock which can, on short notice, accommodate
22 temporary occupancy by City and County of San Francisco ("CCSF") residents whose primary
23 residences have been damaged by localized disaster or emergency such as structure fire,
24 landslide or utility disruption; and,

1 **WHEREAS**, The Authority and JSCO wish to voluntarily assist HSA in accommodating
2 some of such displaced residents in a reasonable manner in order to support CCSF and HSA
3 disaster response and recovery operations; and,

4 **WHEREAS**, Project Office staff, JSCO staff and HSA staff have formulated a
5 Temporary Emergency Housing Plan ("TEHP") to memorialize the process and protocol for
6 identifying up to 15 available units at The Villages and appropriately documenting the
7 temporary occupancy of such identified units by displaced CCSF residents; and,

8 **WHEREAS**, The TEHP shall assure that occupancy of The Villages units under the
9 TEHP would be contingent on the avoidance of any conflicts with on-going transition
10 programs under the Transition Housing Rules and Regulations adopted by the Authority
11 Board on April 21, 2011 or the proposed development project for the Base pursuant to the
12 Disposition and Development Agreement between the Authority and Treasure Island
13 Community Development, LLC, dated as of June 28, 2011; and,

14 **WHEREAS**, Occupancy of The Villages units by displaced CCSF residents under the
15 TEHP shall be for a term not to exceed six months; and,

16 **WHEREAS**, Project Office staff, JSCO staff and HSA staff all concur with the terms
17 and conditions of the TEHP, including agency responsibilities assigned within the TEHP; now
18 therefore be it,
19

20 **RESOLVED**, That the Board of Directors hereby approves the Temporary Emergency
21 Housing Plan substantially in the form attached hereto as Exhibit A; and, be it,

22 **FURTHER RESOLVED**, That the Board of Directors acknowledges the at-cost nature
23 of monthly rental rates for The Villages units contained in the TEHP; and, be it,
24
25

FURTHER RESOLVED, That the Board of Directors hereby finds that (i) authorizing the TEHP will serve the goals of the Authority and the public interests of the City, and (ii) the terms and conditions of the TEHP are economically reasonable; and, be it,

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the TEHP that the Director of Island Operations determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the TEHP, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on February 8, 2012.

Larry Mazzola Jr., Secretary



THE SAN FRANCISCO-OAKLAND BAY BRIDGE SEISMIC SAFETY PROJECTS

CALTRANS

BAY AREA TOLL AUTHORITY

CALIFORNIA TRANSPORTATION COMMISSION



BAY BRIDGE WESTBOUND DECK WILL BE CLOSED

Presidents' Day Weekend 2012
8 p.m. Friday, Feb. 17 – 5 a.m. Tuesday, Feb. 21

WEATHER COULD DELAY THE REOPENING OF THE WESTBOUND DECK OR POSTPONE THE CLOSURE TO ANOTHER WEEKEND

GETTING AROUND

Motorists will not be able to drive on the upper deck towards San Francisco during this closure but the lower deck toward the East Bay will remain open. Motorists have numerous alternatives for getting to San Francisco and for traveling around the Bay Area while the upper deck of the Bay Bridge is closed during Presidents' Day weekend. Motorists should allow extra time for travel and use of other bridges, including the Golden Gate Bridge, the Richmond-San Rafael Bridge, the Sausalito-Marin Bridge, and the Dumbarton Bridge. Vehicle access between San Francisco and Yerba Buena Island/Treasure Island will be maintained during the closure.

For updates on other transit options, including ferries, BART and AC Transit, be sure to visit 511.org or call 511 for real-time traffic conditions. Check back often for the latest updates.

BART (BAY AREA RAPID TRANSIT)

BART will run overnight service at select stations during the closure.

Stations on the El Cerrito - E. Dublin hourly service route are:

El Cerrito del Norte	Berkeley	MacArthur
12th Street	Coliseum	Bay Fair
E. Dublin/Pleasanton		

Stations on the Concord - SFO hourly service route are:

Concord	Walnut Creek	MacArthur
12th Street	Embarcadero	Powell
24th Street	Daly City	SFO

More information available at: bart.gov

FERRY SERVICE

Alameda-Oakland Ferry, Alameda Harbor Bay Ferry and Vallejo Baylink Ferry will run additional ferries during the closure. More information at:

eastbayferry.com and baylinkferry.com

AC TRANSIT

Transbay service will not operate over the bridge, but will maintain regular service in the East Bay by operating to and from West Oakland BART. Line 800 All Nighter buses will operate to and from the 12th St. BART station.

Information available at actransit.org

Alternate Routes into San Francisco

All other bridges will remain open during Presidents' Day Weekend.



STAY INFORMED!

Learn more about the bridge closure and the vital seismic retrofit at BayBridgeInfo.org

Closure Hotline: 415 288-8802

Twitter: Twitter.Com/Baybridgeinfo

Facebook: Facebook.Com/Baybridgeinfo

Para esta información en español, por favor visite:
如需更多中文資訊, 請見
BayBridgeInfo.org

FOR REAL-TIME TRAFFIC
CONDITIONS AND PUBLIC
TRANSIT ALTERNATIVES, VISIT
511.ORG OR CALL 511

511



SAN FRANCISCO

OAKLAND
TOUCHDOWN

OAKLAND

DETOUR TO COMPLETION

ALIGNMENT CHANGE AFTER TOLL BOOTHS

During the closure, crews will complete a westbound detour near the Toll Plaza; motorists will experience a slight alignment change as traffic is shifted to the south and away from construction of the easternmost part of the new East Span.

In May 2011, crews realigned eastbound lanes by building a detour near the Toll Plaza for traffic heading to the East Bay. Once eastbound traffic had been safely shifted, workers began building the westbound detour, which will go into effect at the end of Presidents' Day weekend.

FINISHING THE OAKLAND TOUCHDOWN

Shifting traffic onto the detours will allow construction of the new East Span to be completed ahead of schedule. Currently, the new eastbound lanes are blocked by the original bridge's westbound lanes. With westbound traffic moved to the new alignment, crews can finish the easternmost part of new bridge and open the new span to all motorists in late 2013.



STAY INFORMED!

Learn more about the bridge closure and the vital seismic retrofit at BayBridgeInfo.org

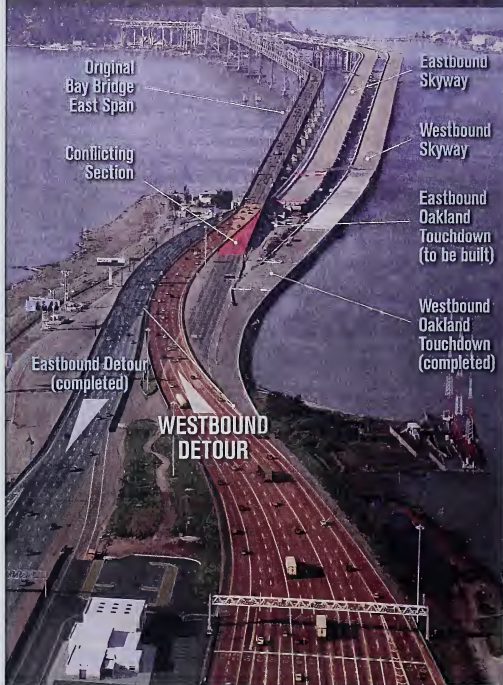


[Twitter.Com/Baybridgeinfo](https://twitter.com/Baybridgeinfo)



[Facebook.Com/Baybridgeinfo](https://facebook.com/Baybridgeinfo)

Detours Will Allow Completion of Eastbound Roadway and Opening of Entire Bridge in 2013



BAY BRIDGE PUBLIC INFORMATION OFFICE

311 Burma Road Oakland, CA 94607

(510) 286-7167 info@baybridgenfo.org

Opened on January 29, 2012

The TIDA Board and Mayor Edwin Lee:

San Francisco City Hall

The Residents of Treasure Island and Yerba Buena Island are opposed to the required lease addenda submitted for our signature by John Stewart Company. The lease addenda has been submitted for signature to TI/YBI residents within 30 days of receipt, and set to be implemented by February 11, does not provide sufficient time for residents to address the following issues that will have an immediate impact on their rights, including but not limited to:

1. Section IV & XIII - Tenant may not seek a rent reduction or decrease for any disturbance, inconvenience or damage attendant to construction taking place anywhere in or around the Premises. (p. 2 & p.6)
2. Failure to Pay and Section 5 - Fails to clarify if all roommates in a household will receive a negative credit rating if one member fails to pay. (p.3)
3. Section VIII - Minor Children reaching age of majority - provides that all such children must apply to be placed on their parent's lease. The provision is unclear and does not take into account children away at school (college). (p.4)
4. Section XXIII - Treasure Island and Yerba Buena Island are exempt from the provision of the Rent Stabilization Board's ...'just cause' requirements. (p.8)
5. House Rule #16 - No personal belongings on balconies or patios. (p. 12)

* A full listing of the issues are addressed in the attached letter written by Jeff Kline.

We the undersigned believe the new lease addendum is not an addendum but a new lease offered in bad faith and is a heavy-handed attempt by the John Stewart Company to take away our resident's rights and ask that the Treasure Island Development Authority, Supervisor Jane Kim and the Office of Mayor Edwin Lee intervene on behalf of the residents of San Francisco living on the two Islands. The addendum/new lease should be retracted immediately.

» Contact Petition's Author

[javascript:SocialShare\('http://www.petitionbuzz.com/socialshare.php?url=tiandybiresidents&wid=1'\);](http://www.petitionbuzz.com/socialshare.php?url=tiandybiresidents&wid=1)
[javascript:SocialShare\('http://www.petitionbuzz.com/socialshare.php?url=tiandybiresidents&wid=2'\);](http://www.petitionbuzz.com/socialshare.php?url=tiandybiresidents&wid=2)

Comments (0)

Signatures (76)

Summary of Proposed Rental Agreement Changes

The Villages proposes to make the following changes to the Rental Agreement based on input received from residents to date. Proposed changes to the Rental Agreement mailed on December 30, 2011 are shown below.

Paragraph III: Term

TERM: The term of this Rental Agreement shall be for a month-to-month basis beginning XX/XX/2012 with rent payable @ \$X,XXX per month. Although the Premises is not subject to Chapter 37 of the San Francisco Administrative Code - The San Francisco Rent Stabilization and Arbitration Ordinance No. 276-79; the Landlord agrees that if it elects to impose a rent increase, that increase will be imposed no more frequently than once in any 12 month period and the increase will be at the same annual percent increase that is authorized by the Ordinance.

Paragraph IV Rent, Late Charges, Returned Checks:

LATE CHARGES: Tenant and Landlord agree that Landlord will sustain costs and damage as a result of any late payment of rent but that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Tenant agrees to pay a late charge of \$100.00 for any payment of rent not received by Landlord within 7 calendar days of the Due Date. The Parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Landlord will incur by reason of late payment by Tenant. If the 7th of the month falls on a weekend or holiday, the grace period will extend to include the next regular working day.

Paragraph V: EACH TENANT'S INDIVIDUAL LIABILITY (Deleted in its entirety)

Paragraph XXIV Termination Of Tenancy And Or Recovery Of Possession By Landlord TERMINATION OF TENANCY AND OR RECOVERY OF POSSESSION BY LANDLORD:

Landlord may only terminate this Rental Agreement in accordance with the applicable law and for any one of the reasons set forth below:

- (1) The Tenant has failed to pay the rent to which the Landlord is lawfully entitled under this Rental Agreement or habitually pays the rent late or gives checks which are frequently returned because there are insufficient funds in the checking account; or
- (2) The Tenant has violated a lawful obligation or covenant of this Rental Agreement or House Rules and failed to cure such violation after having received written notice thereof from the Landlord; or
- (3) The Tenant, or a member of Tenant's household, or Tenant's visitor is using the Premises for an illegal purpose; or is committing or permitting a nuisance to exist in the Premises or on the project grounds; or is causing substantial damage or waste to the Premises or project grounds; or is creating a substantial interference with the comfort, safety or enjoyment of the Landlord or other Tenants living at the project; or

(4) The Tenant has after written notice refused the Landlord access to the Premises as required by state or local law; or

(5) A subtenant or other person not approved by Landlord is occupying the Premises; or

(6) If the Treasure Island Development Authority's master lease with the Navy terminates, the Rental Agreement may be terminated; or

(7) Intentional misrepresentation or intentional failure to state any fact or facts such as criminal history and/or felony convictions, upon which Landlord relied on in agreeing to enter into the Rental Agreement; or

(8) Tenant fails to sign a new Rental Agreement for the Premises or for a temporary rental unit or a Transition Unit or fails to sign any Addendums including, but not limited to, an Addendum for a temporary rental unit; provided, that the Rental Agreement and/or Addendum is substantially similar to the Rental Agreement or Addendum in effect at that time and, to the extent applicable, Sections IV.B and/or V.F of the Transitional Housing Rules and Regulations; or

(9) A Federal, State or Local governmental entity or department has determined that the Premises or the Project grounds pose a health or safety risk to Tenant or other residents and requires evacuation of the Premises; or

(10) For the grounds specified in Section XII.A of the Transition Housing Rules and Regulations adopted by the Treasure Island Development Authority on April 23, 2011, as amended from time to time.

Paragraph XXV Insurance

INSURANCE: Landlord's insurance does NOT provide for coverage of Tenant's personal belongings or personal liability unless as a direct and proximate result of Landlord's negligence. Therefore, Landlord strongly urges and recommends to each Tenant that Tenant secure sufficient insurance to protect against any losses.

Paragraph 20 of the House Rules Common Area Use

COMMON AREA USE: Tenant shall not engage in any activities in the common areas or project grounds that interfere with safety, comfort, quiet enjoyment and use, or safety of the residents or management of the property. Tenant shall not place, install or use any equipment in the common areas or project grounds including but not limited to inflatable houses, slides or structures, catering equipment, fire pits, and/or audio-visual equipment without prior written permission of Landlord.

February 2, 2012

Dear Resident:

On December 30, 2011, The Villages at Treasure Island (The Villages) mailed a 30-Day Notice of Change of Terms of Tenancy (30-Day Notice) and an Addendum Re: Change of Terms of Tenancy to The Residential Lease (hereafter referred to as the "Rental Agreement") to your household. On January 19, 2012, The Villages mailed an invitation to your household to attend two community presentations to be held by the Villages to provide information about the 30-Day Notice and the Rental Agreement and to answer questions about the proposed changes.

On Tuesday January 24th and Saturday, January 28th, representatives of The Villages conducted two presentations at the Casa de la Vista on Treasure Island. The two presentations were very productive with approximately 135 attendees. The presentations included background information as to why the changes are occurring at this time, highlights of the substantive changes, and Q & A sessions. Each meeting lasted over two hours.

The presentations provided an opportunity for residents to voice concerns related to the 30-Day Notice and the Rental Agreement. The Villages listened carefully to those comments and has proposed revisions to the Rental Agreement. This mailing includes two attachments: 1) Summary of Proposed Rental Agreement Changes and 2) Rental Agreement with Incorporated Changes. These attachments are for your review.

In addition, The Villages appreciates the request for additional time to review the Rental Agreement. Therefore The Villages is providing residents additional time to review the Rental Agreement. As a result, we are withdrawing the 30-Day Notice that was mailed on December 30, 2011. The Villages will hold two more presentations—one on Tuesday February 21st and one on Saturday, February 25th. We will send an invitation to your household soon indicating the time and place of each meeting. Additionally, The Villages will be providing an informational update on the proposed changes to the Rental Agreement at the Treasure Island Development Authority Board of Directors meeting on Wednesday, February 8th at 1:30 PM in City Hall, Room 400, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

The Villages anticipates mailing all Villages households a new 30-Day Notice on or about March 1st. That Notice will mark the official beginning of the new 30 day period for you to review the revised Rental Agreement and will inform you that you will have an additional 14 days beyond the 30 day period in which to sign the document. In total, The Villages is providing your household a minimum of 90 days to review the proposed changes to the Rental Agreement.

As indicated during the community presentations, The Villages is happy to continue to answer any questions you may have about the Rental Agreement. Should you wish to contact me you can reach me by telephone at 415-834-0211 or by email at DStone@jsco.net.

Sincerely

Dan Stone
Property Manager
The Villages at Treasure Island

Attachment: 1. Summary of Proposed Rental Agreement Changes
2. Rental Agreement with Incorporated Changes

February 2, 2012

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The presentations provided an opportunity for residents to voice concerns related to the Rental Agreement. The Villages listened carefully to those comments and has proposed revisions to the Rental Agreement. This mailing includes two attachments: 1) Summary of Proposed Rental Agreement Changes and 2) Rental Agreement with Incorporated Changes. These attachments are for your review.

In addition, The Villages appreciates the request for additional time to review the Rental Agreement. Therefore The Villages are informing you that we will give you additional time to review the Rental Agreement before sending you a 30-Day Notice. The Villages will hold two more presentations—one on Tuesday February 21st and one on Saturday, February 25th. We will send an invitation to your household soon indicating the time and place of each meeting. Additionally, The Villages will be providing an informational update on the proposed changes to the Rental Agreement at the Treasure Island Development Authority Board of Directors meeting on Wednesday, February 8th at 1:30 PM in City Hall, Room 400, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

The Villages anticipates mailing all Villages households a new 30-Day Notice on or about March 1st. That Notice will mark the official beginning of the 30 day period for you to review the revised Rental Agreement and will inform you that you will have an additional 14 days beyond the 30 day period in which to sign the document. In total, The Villages is providing your household a minimum of 60 days to review the proposed changes to the Rental Agreement.

As indicated during the community presentations, The Villages is happy to continue to answer any questions you may have about the Rental Agreement. Should you wish to contact me you can reach me by telephone at 415-834-0211 or by email at DStone@jsco.net.

Sincerely

Dan Stone
Property Manager
The Villages at Treasure Island

Attachment: 1. Summary of Proposed Rental Agreement Changes
2. Rental Agreement with Incorporated Changes

DRAFT Minutes of Meeting- Item 6 (a)
Treasure Island Development Authority
February 8, 2012

Room 400, City Hall
1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations
Asja Steeves, Commission Secretary

1. Call to Order 1:41 PM

Present
Linda Richardson, *President*
Larry Mazzola, Jr., *CFO*
Claudine Cheng, *Vice President (1:57pm)*
Larry Del Carlo
Mark Dunlop
John Elberling

Excused
Supervisor Jane Kim, *Ex-Officio*
Jean-Paul Samaha

Ms. Saez requested the removal of item 6d and for item 9 to be taken out of order to accommodate the members of the public in attendance for that specific item.
Director Mazzola motioned to approve.
Director Del Carlo seconded.
The Board unanimously approved the changes to the agenda.

2. General Public Comment

Bill Chamberlin, Pacifica Statue Project, gave informational packet to the Board for review. Gave update, summary and event schedule for the project.
Liz Pasek-Allen, Media Director for Pacifica Statue Project, gave summary of unifying message of the Pacifica Statue. Reviewed presentation and gave information relating to social media pages and website "pacificastatueproject.org"
Wilhelmina Parker, Business and Community Director of Treasure Island Job Corps, gave update of Island activity. Stated that the TI Job Corp location was rated number one out of 124 job corps locations. Thanked TIDA Board and Director Saez for support and invited Board Members to upcoming luncheon.

3a. Directors Report

Mirian Saez, Director of Island Operations, discussed mid-year financial report, noting expenses are lower than expected. Public Safety: Crime stats for Decembers represent the lowest crime stats since 2006. No burglaries in December which is the month that the Island typically experiences an increase in burglaries. Discussed her meeting with Lt. Silverman from Southern Station as he is now responsible for TI.
Discussed matters relating to the PUC: since November TI and YBI have experienced high numbers of power outages. YBI/TI residents have raised concerns about power

outages and the need to improve communication regarding the outages. Ms. Saez asked the PUC to report their proactive plan of action to the Board.

Sam Larano, SFPUC Power Enterprise, gave an update on recent power outages on TI/YBI and gave an overview of electric system noting that, the Navy still owns electric and natural gas systems. TIDA is the caretaker of the Islands operation and maintenance while the SFPUC has had the role of operator of utility system since 1997. Mr. Larano reviewed the SFPUC responsibilities.

Sue Black, Manager of Utility Field Services SFPUC, identified the outages from November to January as an unusual condition. Ms. Black noted that the crews she manages are on standby 24/7 365 days a week and are ready to respond within an hour's notice of an outage. Since 2009 there has been an average of 14 outages per year. Systems are 60-80 yrs. old with a typical lifespan of 30-40 yrs. Ms. Black reviewed reasons for recent outages.

In response to an inquiry from Director Richardson, Ms. Black stated that there are two backup generators that can be activated, with the DIO's approval, if the Davis substation is down. This process takes over an hour.

In response to an inquiry by Director Chen relating to costs of upgrading the system and budgetary implications, Mr. Larano stated that the PUC is working on a formal utility agreement with TIDA. Currently the facilities are owned by the Navy and the PUC is prohibited from spending city funds on the Island at this point as it can only spend up to the revenues collected from sale of utilities. After conveyance, agreement will be presented to PUC commission and the TIDA Board which will allow for discussion of upgrading system.

Ms. Saez reminded the Board that this presentation is for the purpose of an update on recent power outages. Questions related to the development and future PUC infrastructure on the Island can be addressed at a future meeting. Director DelCarlo asked for fiber optics plans to be discussed at a future meeting as well.

Ms. Saez noted that the second difficulty regarding the outages was communication. Discussed usage of 311 in future as a stronger tool to communicate on a mass scale. 311 Campaign will roll out within six weeks. Quality of life: March 26th TIHDI and TIDA emergency preparedness and disaster readiness conference for Island stakeholders discussed. Project staff working with housing and service providers to update the continuity of operations plan. Public Safety: bollards added for increased driver safety. Leasing activities: Three new subleases totaling \$110k annually in revenue. Fun notes: Boys and Girls Club Youth of the Year, National Fitness Campaign, and the January 20th MSNBC Dylan Rattigan Show which broadcasted from Casa de la Vista discussed. Special events: Flea Market inside Building One February 25 and 26.

Future meeting date and agenda items discussed.

Public Comment:

La Shawndra Breston, Treasure Island Resident, stated that the positive items addressed in Directors Report do not necessarily reflect the opinions of the residents, noting that there is no grocery store and no school for resident children to attend. Requested to receive easier practical access to information and opportunities to participate in on-Island events.

Melanie Williams, Island Resident, welcomed the new Board members. Ms. Williams signed addendum to JSCo Lease already. Stated that she wants to continue to live in TI and her main concern is where she will be after development.

96 Becky Hogue, Island resident, thanked Ms. Saez for having PUC presentation. She stated
97 that 311 has been confusing, and thanked the Board for working on improving the 311
98 process.

99 Pat Zamora, Area Director for Boys & Girls Club, thanked Ms. Saez for supporting the
100 Youth of the Year nominees.

101 Jeff Kline, Island Resident, grateful for PUC presentation and thanked Ms. Saez for
102 starting the implementation of the 311 notifications. Grateful for new bollards. Hoping
103 for a second on-Island Board meeting. Discussed the TI Gyms programs for
104 disadvantaged youth and stated that the gym is woefully underfunded. Wants more
105 funding resources.

106 Snehal Patel, YBI resident, thanked the PUC for presenting. Would like a backup
107 generator system that can provide power within an hour. Request the Director to continue
108 with the Good Neighbors Newsletter distribution.

109 **3b. Report by Office of Economic & Workforce Development**

110 Michael Tymoff, OEWD, gave a report relating to development activities. January 26,
111 2012 the State Lands Commission approved the Trust Exchange Agreement, which is one
112 of the documents that allow the development project to proceed. Mr. Tymoff thanked
113 Ruth Gravanis for her help ensuring the interests of the public and of the trust were met
114 while working with TIDA and the State Lands Commission. Mr. Tymoff stated that his
115 office expects to execute the Transfer Agreement with the Navy next week. This will
116 allow the initiation of the pre-closing parcel transfer by end of February or early March
117 which will permit the YBI Ramps Improvement Project-commencement. Anticipates the
118 initial closing of transfer from the Navy to take place sometime in early 2013. Mr.
119 Tymoff has asked the Navy to present their annual update on their environmental cleanup
120 program at next month's Board meeting.

121 No public comment.

122 **3c. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (CAB)**

123 There was no report from the Citizen's Advisory Board.

124 There was no public comment on the Citizen Advisory Board report.

125 **4. Communications**

126 There was no discussion of the Communications by Directors.

127 There was no public comment on the Communications item.

128 **5. Ongoing Business by Board of Directors**

129 No on-going business was discussed by Directors.

130 There was no public comment on the item.

131 **6. Consent Agenda**

132 a. Approving the Minutes of the December 14, 2011 Meeting.

133 b. Resolution Retroactively Approving and Authorizing the Execution of a First
134 Amendment to Sublease No. 381 with the TIHDI, Toolworks and Wine Valley
135 Catering.

136 c. Resolution Retroactively Approving and Authorizing the Execution of a First
137 Amendment to Sublease No. 334 with Monica Hobbs Catering.

- e. Resolution Supporting the City and County of San Francisco High Speed Rail Policy Statement.

Director Dunlop motioned for approval.

Director Mazzola seconded.

The items were approved unanimously.

9. Informational update on The Villages Rental Agreement

Michael Tymoff, OEWD, provided introductory remarks to set context of presentation. Working closely with JSCo ensuring their conformance with the DDA and the requirements of TIDA including its obligations to provide benefits, under the transition rules and regulations, to eligible households. Nothing in current rental agreement was intended to take away the rights of the residents. Rights afforded to eligible households are not diminished in any way by the current rental agreement. Mr. Tymoff reminded the Board that this is an informational update, there is no approval action being sought at this time. This is an opportunity to provide feedback to our office. April Veneracion, Legislative Aide to Supervisor Kim, thanked the Board for having this informational item, and acknowledged that her office has heard the concerns of the residents regarding this matter. After reading letters about timing of lease addendum, Supervisor Kim's office thanks JSCo for extending the time period to March.

Ned York, JSCo The Villages Treasure Island, gave background of process and changes being instituted with the lease. Process began in summer of 2010 to move residents from term leases with an addendum recognizing month to month. JSCo viewed as an opportunity to ensure the most efficient move forward and update the original 1999 lease document to accommodate the TIDC DDA as well as transitional housing rules and regulations. Began working on changes to lease document in the form of another addendum. Three main objectives: to have a document recognizing that there are pre-DDA and post-DDA households; to have an agreement that gave latitude to terminate tenancies in the event that a household refuses to relocate as part of an interim or permanent move so development can move forward; and to bring up to date and include in documents operational, managerial and administrative changes that have been followed but not in original documents. Mr. York gave examples of management changes including drug-free environment, banning explosives and projectiles, new provision for quiet hours and new non-waiver clause. Mr. York reviewed events that led up to timing of lease addendum and updated Board members on JSCo community presentations held in January. The primary concern heard at the community meeting was that residents needed more time to review the documents. Mr. York stated he wants to ensure residents are comfortable with the fact that although the Villages are not subject to the SF Rent Stabilization and Arbitration Ordinance, they do follow it with respect to imposing changing/increasing rents once a year in line with what the Board deems appropriate. JSCo anticipates updating the Board in March and again in April of additional changes. Director Richardson noted that this item is not a discussion of TIDA policy but of administrative adjustments.

In response to an inquiry from Director Mazzola, Mr. York confirmed that all residents have been moved to month-to-month.

Director Elberling requested that JSCo supply the Board with a list of each change made to the addendum broken out into two sections: DDA changes and

administrative/management changes. In response to an inquiry by Director Elberling, Mr. York confirmed that there have been roughly six evictions due to non-payment. In response to an inquiry from Director Cheng relating to whether rental units are under the SF Rent Stabilization Boards governance, Mr. Tymoff stated the rental units are not subject to the SF Rent Board because they are part of Navy Site 12 and won't transfer until 2019. YBI units transfer will come early 2013. At that time, there will be a review of when and if the Ordinance would apply but as a policy matter TIDA has subjected rent increases to the maximum allowable under the Ordinance. Director Cheng requested a presentation or analysis from the City Attorney's office regarding legal framework, rights, benefits and protections of TI tenants under the Rental Stabilization and Arbitration Ordinance.

Public Comment:

Kara Lander, 7 year Treasure Island resident and Good Neighbors founding member, stated that it is widely believed that this addendum is to limit developer's liability to place tenants in new development or pay out a settlement. Requested that all changes that are not specific to the DDA in the new amendment to be removed and reviewed.

Snehal Patel, YBI resident, attended community meeting held by JSCo. He stated that residents don't have an argument against changes related to DDA. The new management changes are what causes concern with residents.

Jim Becket, 5 year YBI resident, wants JSCo to apply the same rules and extend the same protection afforded to every SF citizen under the Rent Stabilization and Arbitration Ordinance.

Mark Conners, 7 year YBI resident and secretary of Good Neighbors Group, submitted a complaint about the execution of the new lease due to its impact on current day instead of future development. He stated that majority of residents do not know when the DDA was signed. He added that many residents do not speak or read English and do not understand the changes. He feels that this lease roll-out has damaged the reputation of JSCo and TIDA in the view of the residents.

Becky Hogue, Citizens Advisory Board member and TI resident, stated that the JSCo community meeting did not help clarify the urgency of new lease. Ms. Hogue urged TIDA to work with the residents to explain the lease.

Jeff Kline, TI resident, asked if the Board members saw his 13 page letter of objections in communications portion of agenda packet. Asked whether TIDA approved the lease addendum in advance, and if TIDA gave written consent to change the financial components in the addendum. Mr. Kline asked JSCo to follow normal business government practice by using strikeout and track changes so residents can see what is being changed in the document.

Christoff Opermann, YBI resident, explained that the lease amendment included language suggesting that tenant's leases could be terminated at any time and feels that efforts are being made to restrict tenant rights. Mr. Opermann supports the development project but stated that the lease addendum should only include the crucial DDA sections.

Director Cheng expressed concern regarding legal aspect of the amendment and application of the Rent Stabilization and Arbitration Ordinance. Requested copy of lease with itemized list of changes.

In response to an inquiry from Director Del Carlo, Director Saez stated that the JSCo addendum is not a matter of policy and no action will be sought from the Board. Eileen Malley, Deputy City Attorney stated the JSCo rental agreement is not specifically a TIDA Board approval right. JSCo has the authority to make lease changes as long as they are consistent with the provisions of the sublease. Ms. Malley confirmed that there are current negotiations to extend JSCo contract and suggested attaching new exhibit to the JSCo sublease. Director Saez confirmed that JSCo policy changes and negotiations will be in front of the Board in March.

Director Dunlop and Director Richardson thanked the residents who spoke during public comment.

7. Resolution Approving a Temporary Emergency Housing Plan (TEHP) for Treasure Island Villages housing units

Peter Summerville, Project Office Staff, discussed the Temporary Housing Plan (TEHP) with the Board, noting three changes made to the document since the initial presentation in November. First change: prorating last month rent due upon move out. Second: clarification that monthly rents for these units will be at cost based on the Villages calculations of operations and maintenance. Third: clarifying payment stream between affected families, HSA and the Villages. HSA is the party of record on the agreement and they will procure insurance on each unit to mitigate liability.

Director Dunlop motioned for approval.

Director Mazzola seconded.

The item was approved unanimously.

No public comment.

Director Saez presented a Certificate of Honor to JSCo given on behalf of Mayor Ed Lee for expediently providing needed housing for displaced victims in SF neighborhood fires in support of the Home for the Holidays Initiative. Ms. Saez also thanked Peter Summerville for his work associated with the Initiative.

8. Caltrans Presentation on the Presidents' Day Weekend, Westbound Deck Closure.

Margena Wade, Caltrans Public Information Officer for the Bay Bridge Project, gave a brief update on the upcoming bridge closure starting at 8pm on Friday, February 17th. The bridge is scheduled to reopen Tuesday, February 21st at 5am. Ms. Wade reviewed a map showing the affected area with the Board members.

In response to an inquiry from Director Dunlop, Ms. Wade confirmed that only the westbound portion of the bridge from Oakland to TI is closed. TI residents will be able to drive westbound into the City.

Ms. Wade confirmed that Caltrans supplied TIDA with 3000 informational flyers, gave large posters to TI retailers, gave flyers to the front gate, sent a massive mailer to residents and supplied extensive information on their website, Twitter and Facebook.

No public comment.

287 **10. Discussion of Future Agenda Items by Directors**
288 Director Richardson: Discussion relating to future PUC/Utility infrastructure as it relates
289 to the development project.
290 Director Cheng: Presentation from the Deputy City Attorney reviewing the legal
291 framework as it relates to the Rental Stabilization and Arbitration Ordinance highlighting
292 the benefits, rights and protections for TI tenants.
293 Director Mazzola: Discussion relating to the inclusion of prevailing wage language in all
294 event permits and contracts.
295 No public comment.
296
297 **11. Possible Closed Session**
298 There was no closed session.
299 No public comment.
300
301 **13. Adjourn**
302 The meeting was adjourned at 3:55 p.m.
303

